

REFERENCE INTERCONNECTION OFFER (“RIO”)/ INTERCONNECTION AGREEMENT OF ZEE ENTERTAINMENT ENTERPRISES LIMITED (“ZEEL”) FOR HEADEND IN THE SKY (“HITS”) PLATFORM FOR INTERCONNECTION WITH HITS OPERATOR TO BE EFFECTIVE FROM APRIL 1, 2022.

THIS RIO / INTERCONNECTION AGREEMENT SUPERSEDES THE PREVIOUS RIO / INTERCONNECTION AGREEMENT(S) OF ZEEL HOISTED ON ZEEL’S WEBSITE.

TELECOMMUNICATION (BROADCASTING AND CABLE SERVICES) INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 DATED 03.03.2017 AS AMENDED ON 30.10.2019, AND 11.6.2021, TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES (EIGHTH) (ADDRESSABLE SYSTEMS) TARIFF ORDER, 2017 DATED 03.03.2017 AS AMENDED ON 30.03.2017, 30.10.2019 AND TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES STANDARDS OF QUALITY OF SERVICE AND CONSUMER PROTECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 AS AMENDED ON 28.12.2018 AND 9.10.2019. (COLLECTIVELY “NTO 1”)

TRAI HAS, VIDE ITS LETTER DATED FEBRUARY 3, 2022 ISSUED DIRECTIONS FOR IMPLEMENTATION PLAN OF –

- a) TELECOMMUNICATION (BROADCASTING AND CABLE SERVICES) INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 AS AMENDED ON 30.10.2019, 1.1.2020 AND 11.6.2021 (“INTERCONNECTION REGULATIONS”),**
- b) TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES (EIGHTH) (ADDRESSABLE SYSTEMS) TARIFF ORDER, 2017 AS AMENDED ON 30.03.2017, 30.10.2019 AND 1.1.2020 (“TARIFF ORDER”)**
- c) TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES STANDARDS OF QUALITY OF SERVICE AND CONSUMER PROTECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 AS AMENDED ON 28.12.2018 9.10.2019 AND 1.1.2020 (“QOS”)**

(COLLECTIVELY “NEW REGULATORY FRAMEWORK 2020”)

ZEEL HAS ALREADY FILED AND NOTIFIED ZEEL’S NTO 2 VERSION NO. 1 OF 2022 REFERENCE INTERCONNECTION OFFER/INTERCONNECTION AGREEMENT(S) FOR ALL DISTRIBUTION PLATFORM OPERATORS WITHOUT PREJUDICE TO ALL RIGHTS AND CONTENTIONS OF ZEEL, INCLUDING THE RIGHT OF ZEEL TO REVISE AND/OR OFFER REFERENCE INTERCONNECTION OFFER AGREEMENT UNDER NTO 1 TILL SUCH TIME THE NEW REGULATORY FRAMEWORK 2020 IS IMPLEMENTED IN ACCORDANCE WITH APPLICABLE LAWS.

THIS RIO/INTERCONNECTION AGREEMENT SHALL BE VALID AND BINDING TILL SUCH TIME THE NEW REGULATORY FRAMEWORK 2020 IS IMPLEMENTED IN ACCORDANCE WITH APPLICABLE LAWS OR TILL SUCH TIME THE SAME IS SUPERSEDED BY REVISED VERSION OF ZEEL TO REVISE AND/OR OFFER REFERENCE INTERCONNECTION OFFER AGREEMENT UNDER NTO 1 WHICHEVER IS EARLIER.

THE CHANGE IN THIS RIO HAS BEEN MANDATED DUE TO DISCONTINUATION OF ZEEL'S STANDARD DEFINITION CHANNEL NAMEDLY "ZEE VAJWA" WITH EFFECT FROM APRIL 1, 2022.

THIS RIO READ WITH THE INTERCONNECTION AGREEMENT SHALL BE SUBJECT TO THE OUTCOME OF ANY ORDER/JUDGMENT/DIRECTIVE OF ANY COURT OF COMPETENT JURISDICTION WITH REGARD TO THE SUBJECT MATTER INCLUDING BUT NOT LIMITED TO (I) SLP (C) NO. 10801 OF 2021 PENDING BEFORE HON'BLE SUPREME COURT IN THE MATTER, INDIAN BROADCASTING & DIGITAL FOUNDATION & ORS. V. TELECOM REGULATORY AUTHORITY OF INDIA & ORS(II) SLP (C) NO.- 010971/2021 BEFORE THE HON'BLE SUPREME COURT IN THE MATTER, ZEE ENTERTAINMENT ENTERPRISES LIMITED & ORS V. TELECOM REGULATORY AUTHORITY OF INDIA & ORS(III) SLP (C) NO. 10805 OF 2021 PENDING BEFORE HON'BLE SUPREME COURT IN THE MATTER, STAR INDIA PRIVATE LIMITED & ORS. V. TELECOM REGULATORY AUTHORITY OF INDIA & ORS (IV) SLP (C) NO.010815/2021, 10877/2021, 10846/2021, 10847/2021, 10818/2021 PENDING BEFORE THE HON'BLE SUPREME COURT IN THE CONNECTED MATTERS (V) OTHER CONNECTED MATTERS.

THIS PRESENT RIO/INTERCONNECTION AGREEMENT IS IN CONFORMANCE WITH TELECOMMUNICATION (BROADCASTING AND CABLE SERVICES) INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 AS AMENDED ON 30.10.2019 AND 11.6.2021 ("INTERCONNECTION REGULATIONS") READ WITH THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES (EIGHTH) (ADDRESSABLE SYSTEMS) TARIFF ORDER, 2017 AS AMENDED ON 30.03.2017 ("TARIFF ORDER") AND TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES STANDARDS OF QUALITY OF SERVICE AND CONSUMER PROTECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 AS AMENDED ON 28.12.2018 AND 9.10.2019 ('QOS") AND CONSTITUTES ALL THE NECESSARY TECHNICAL AND COMMERCIAL TERMS AND CONDITIONS AS STIPULATED THEREIN. (INTERCONNECTION REGULATIONS, TARIFF ORDER AND QOS ARE COLLECTIVELY REFERRED TO AS "TRAI REGULATIONS").

IN VIEW OF THE MATTER BEING SUB JUDICE, THIS RIO DOES NOT FACTOR THE PROVISIONS OF TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES INTERCONNECTION (ADDRESSABLE SYSTEMS) (SECOND AMENDMENT) REGULATIONS, 2020 (1 OF 2020), TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES (EIGHTH) (ADDRESSABLE SYSTEMS) TARIFF (SECOND AMENDMENT) ORDER, 2020 (1 OF 2020) AND TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES STANDARDS OF QUALITY OF SERVICE AND CONSUMER PROTECTION (ADDRESSABLE SYSTEMS) (THIRD AMENDMENT) REGULATIONS, 2020 (2 OF 2020).

BOTH RIO AND INTERCONNECTION AGREEMENT ARE TO BE READ JOINTLY, AND THE INTERCONNECTION AGREEMENT ATTACHED HEREWITH FORMS AN INTEGRAL PART OF THIS RIO.

PURSUANT TO CLAUSE 7(1) IN CHAPTER III OF THE INTERCONNECTION REGULATIONS, ZEEL IS HEREBY OFFERING AND PUBLISHING THIS PRESENT RIO/INTERCONNECTION AGREEMENT FOR ITS CHANNELS AND ALSO ON BEHALF OF THE BROADCASTER(S) OF VARIOUS CHANNELS [ZEEL CHANNELS AND THE CHANNELS UNDER AUTHORISATION FROM OTHER ZEE GROUP BROADCASTERS

ARE HEREINAFTER INDIVIDUALLY AND/OR COLLECTIVELY REFERRED TO AS ZEE GROUP CHANNEL(S)], AS DETAILED IN ANNEXURE II, UNDER AUTHORISATION FROM THEM.

AS PER CLAUSE 10 (5) AND (6) OF CHAPTER IV OF THE INTERCONNECTION REGULATIONS, EVERY HITS OPERATOR DESIROUS OF OBTAINING SIGNALS OF ZEE GROUP CHANNELS SHALL MAKE A WRITTEN REQUEST IN THE APPLICATION FORM FOR REQUEST OF SIGNALS WHICH HAS ALREADY BEEN HOISTED ON ZEEL WEBSITE UNDER THE LINK WWW.ZEE.COM/CHANNEL-PRICING/. THE HITS OPERATOR SHALL, ALONG WITH THE APPLICATION FORM, SUBMIT DOCUMENTARY EVIDENCE / TECHNICAL COMPLIANCE REPORT SHOWING THAT THE “ADDRESSABLE SYSTEMS” TO BE USED FOR DISTRIBUTION OF SUBSCRIBED CHANNELS MEET THE REQUIREMENTS SPECIFIED IN THE SCHEDULE III AND SCHEDULE IX OF THE INTERCONNECTION REGULATIONS. ON RECEIPT OF A REQUEST FROM THE HITS OPERATOR IN THE AFOREMENTIONED PRESCRIBED MANNER, ZEEL AND THE CONCERNED HITS OPERATOR WILL ENTER INTO THE INTERCONNECTION AGREEMENT ATTACHED HERETO CONTAINING ALL THE TERMS AND CONDITIONS ON AN “AS-IS” BASIS AND WITHOUT MAKING ANY UNILATERAL CHANGES/MODIFICATIONS. IN THE EVENT ZEEL IS IN RECEIPT OF AN INTERCONNECTION AGREEMENT SIGNED AND SENT BY A CONCERNED HITS OPERATOR WITH THEIR UNILATERAL CHANGES, SUCH INTERCONNECTION AGREEMENT SHALL BE DEEMED VOID AB-INITIO AND NON-BINDING.

ZEEL reserves its rights to revise/ modify/ alter the terms of this RIO and the Interconnection Agreement as per applicable Laws and in the event of any change in the TRAI Regulations due to outcome of any order/judgment/directions in the aforesaid matters. In such an event, this RIO and Interconnection Agreement shall be null and void and a fresh Interconnection Agreement covering all such revisions/ modifications/ alterations shall be executed between the Parties in the manner prescribed therein.

In case ZEEL finds that the Addressable System (i.e. CAS, SMS and other digital Equipment), being used by the HITS Operator for distribution of TV channels does not meet the requirements specified in Schedule III and Schedule IX of the Interconnection Regulations, it shall inform such HITS Operator who shall immediately rectify the shortcomings and get its Addressable System audited by any auditor empanelled by the Telecom Regulatory Authority of India by direction from time to time and obtain a certificate from such Auditor that its Addressable System meets the requirements specified in Schedule III and Schedule IX to the Interconnection Regulations.

In the event the HITS Operator opts for downloading Interconnection Agreement from the website of ZEEL and signs the said downloaded Agreement, it shall be mandatory for the HITS Operator to send it to ZEEL within 7 days of signing. Such agreement shall be binding only after it is counter-signed by ZEEL and not otherwise. It is further clarified that any signed agreement from the HITS Operator shall not be legally binding (i) if the Interconnection Agreement sent by the HITS Operator has any unilateral changes and/or (ii) if the said Interconnection Agreement is received after a new version of RIO/ Interconnection Agreement is uploaded by ZEEL on its website. In the event ZEEL modifies and uploads a revised RIO/

Interconnection Agreement on its website, any unexecuted Interconnection Agreement shall be null and void.

It is hereby clarified that in order to be eligible to execute this Interconnection Agreement and avail the signals of Zee Group Channels, the HITS Operator should be in compliance with all applicable Laws including the TRAI Regulations. It is further clarified that in no event shall the HITS Operator should not be in default of payment to ZEEL in terms of second proviso of clause 3(2) of the Interconnection Regulations.

The HITS Operator shall deliver the following information/documents to ZEEL along with the Application Form seeking signals of Zee Group Channels:

- i) PAN Card;
- ii) Goods and Services Tax Registration Certificate;
- iii) Tax Deduction Account Number (TAN)
- iv) Certificate / Registration issued to the HITS Operator by the Ministry of Information and Broadcasting (MIB) and other approvals from the relevant Governmental Authority along with all relevant supporting documents, including licenses;
- v) Copy of the resolution passed by the board of directors of the HITS Operator or an authority letter from the HITS Operator authorizing to execute the Interconnection Agreement on behalf of the HITS Operator;
- vi) CAS declaration from the conditional access vendor in the format set out at **ANNEXURE VII.**
- vii) SMS declaration from the SMS vendor in the format set out at **ANNEXURE VIII.**
- viii) STB Content Protection Declaration from the STB company in the format set out at **ANNEXURE IX.**

ZEEL has designated the following persons for receiving the request for interconnection from the HITS Operator and their grievance redressal pertaining to this Agreement / Reference Interconnect Offer:

Name of Designated Person	Telephone Number	Email Address	Designated to receive request from the HITS Operator in the State
Mr. Shiv Pancholi	022 - 71083318	shiv.pancholi@zee.com	PAN INDIA

INTERCONNECTION AGREEMENT

This Interconnection Agreement (“**Agreement**”) is executed on this ____ day of _____, 20____, at New Delhi.

BETWEEN

ZEE ENTERTAINMENT ENTERPRISES LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having Corporate Identification Number (CIN): L92132MH1982PLC028767 and having its registered office at 18th Floor, A Wing, Marathon Futurex, N.M. Joshi Marg, Lower Parel (East), Mumbai – 400013 and Delhi office at B-10, Essel House, Lawrence Road, New Delhi- 110035 (hereinafter referred to as “ZEEL” which expression unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the one part,

AND

HITS _____ **Operator** _____ (M/s):

Legal Status: Company Partnership Firm Proprietorship Firm Individual HUF
 LLP AP Trust

(hereinafter referred to as the “**HITS Operator**” which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include the heirs, executors and administrators in the case of a sole proprietorship; the successors and permitted assigns in the case of a company; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; and Karta and coparceners in the case of a Hindu Undivided Family (“**HUF**”) of the OTHER PART.

Name of Authorised Signatory (Mr./Ms.): _____

CORRESPONDENCE ADDRESS: _____

Landmark: _____

Village: _____

City/Taluka: _____ District: _____

Pin: _____ State: _____

Tel. No - STD Code: _____ No.: _____

Mobile No. _____

Fax No - STD Code: _____ No.: _____

E mail ID: _____

Contact Person: _____

Designation of Contact Person: _____

INSTALLATION ADDRESS: _____

Landmark: _____

Village: _____ City/Taluka: _____

District: _____ Pin: _____

State: _____ Tel. No – STD Code: _____

No.: _____ Mobile No. _____

Fax No – STD Code: _____ No. _____

E mail ID: _____

Contact Person: _____

Designation of Contact Person: _____

Technical Person: _____

Mobile No. of Technical Person : _____

ZEEL and HITS Operator are hereinafter individually and collectively referred to as “**Party**” and “**Parties**” respectively.

WHEREAS:

- a) ZEEL is, inter-alia, engaged in the business of broadcasting and distribution of satellite based television Channel(s)/Service(s) and has exclusive right to market and distribute the Channel(s)/Service(s) (detailed in **ANNEXURE II**) in India, Nepal & Bhutan to various Subscribers and users of the Channel(s)/Service(s).
- b) The HITS Operator has been granted registration No. _____ dated _____, by the Ministry of Information and Broadcasting, for providing HITS services through addressable systems.
- c) Parties have agreed that ZEEL will provide the signals of subscribed Zee Group Channels to the HITS Operator for the Authorised Areas as defined in **ANNEXURE I** and the HITS Operator will carry these subscribed Zee Group Channels on its Platform on terms and conditions, detailed hereinafter.
- d) This Interconnection Agreement supersedes all the previous Interconnection Agreements signed between ZEEL and the HITS Operator.
- e) Parties now wish to record and reduce, in writing, the terms and conditions agreed between them governing their relationship as follows.

1. Defined Terms

In this Agreement, unless repugnant or contrary to the context hereof or otherwise defined herein, the following terms, when capitalised, shall have the meanings assigned when used herein:

“active subscriber”	means a Subscriber who has been authorized to receive signals of Zee Group Channels as per the subscriber management system and whose set top box has not been denied signals.
“Total Active Subscribers of the HITS Operator”	shall mean total active subscribers of the HITS Operator who have subscribed at least one channel (SD or HD). In case of the Standard-Definition Identified Channel(s), Total Active Subscribers shall mean total active subscribers of the HITS Operator who have subscribed only Standard-Definition channel(s) and in case of the High-Definition Identified Channel(s), Total Active Subscribers shall mean total active subscribers of the HITS Operator who have subscribed at least one High-Definition channel.
“Total Active Subscribers of the Channel”	shall mean total active subscribers of the Zee Group Channel which will be arrived at by adding up the average active subscribers who have opted the channel on a-la-carte basis and average active subscribers of such bouquets comprising of the said ala-carte channel.
"addressable system"	means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which transmission of programmes including re-transmission of signals of television channels can be done in encrypted form, which can be decoded by the device or devices at the premises of the subscriber within the limits of authorisation made, through the Conditional Access System(CAS) and the subscriber management system(SMS), on the explicit choice and request of such subscriber, by the HITS Operator.
“a-la-carte” or “a-la-carte channel”	means offering of the Zee Group Channel(s) individually on a standalone basis
“average active subscriber base"	means the number arrived by averaging the active subscriber base count in the manner specified in the ANNEXURE VI
“BIS”	means the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
“Bouquet” or	

- “Bouquet of Channels” means an assortment of distinct Zee Group Channels, offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly.
- “Change Event” means any merger, de-merger, amalgamation, consolidation, reorganization, joint operation or service arrangement, corporate restructuring or any other business arrangement involving the HITS Operator or any change of control or change in the management or acquisition of majority stake or controlling stake of the HITS Operator or acquisition by the HITS Operator of a majority stake or a controlling stake in any other entity or selling the whole or a substantial portion of the HITS Operator’s assets and/ or purchasing the whole or a substantial portion of the assets of another entity.
- “Channels” means all subscribed television Zee Group Channel licensed by ZEEL to HITS Operator.
- “Conditional Access” means control mechanisms, data structures and commands that scramble and encrypt signals in order to provide selective access and denial of specific channels, data, information or services to paying Subscribers.
- “Converted Channel(s)” shall mean (i) Channel(s) converted from Free-to-Air to a Pay Channel; or (ii) Channel(s) converted from Pay to a Free-to-Air Channel.
- “Distribution Margin” shall mean the margin which the HITS Operator is entitled for the purpose of distribution of pay Zee Group Channels or bouquet of pay Zee Group Channels, as the case may be.
- “Electronic Programme Guide” or “EPG” means a program guide maintained by the HITS Operator that lists television channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows subscribers to navigate and select such available channels and programmes.
- “Equipment” means any and all hardware/ software and other devices, including but not limited to IRDs and the paired Viewing Card(s) etc.
- “Fingerprinting” means exercises where code numbers are made overtly to appear on the screen of a Television and/or covertly in the signals of the Channels that enables identification of the Smart Card being used to access such signals.
- “Free to Air Channel” or

“FTA Channel”	means a channel which is declared as such by ZEEL and for which no fee is to be paid by the HITS Operator to ZEEL for availing signals of such channel.
“Governmental Authority”	means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction over such Party and shall include without limitation TRAI, MIB, TDSAT or any other body or authority regulating the broadcasting and distribution of channels in India;
“Identified Channel(s)”	means few Zee Group Channels which have been referred to as “Identified Channels” as detailed in Table B under ANNEXURE IV .
“head end in the sky operator” or “HITS Operator”	mean any person permitted by the Central Government to provide head end in the sky (HITS) services.
“head end in the sky services” or “HITS services”	means transmission of programmes including retransmission of signals of Zee Group Channels— (i) to intermediaries like local cable operators or multi-system operators by using a satellite system and not directly to subscribers; and (ii) to the subscribers by using satellite system and its own cable networks;
“HITS Platform”	means the addressable systems owned and operated by HITS Operator which is used to re-transmit the signals of Zee Group Channels
“Incentive Scheme”	Incentive Scheme shall mean various Incentive(s) as detailed in ANNEXURE IV for “Incentive on MRP of A-la-Carte and Bouquet(s) of Pay Zee Group Channel(s). The applicable Incentive(s) shall be calculated as per details provided by HITS Operator in the format(s) specified by ZEEL in ANNEXURE VI .
“Independent Affiliate”	shall mean a cable operator who is or was availing the signals of the Zee Group Channels directly from ZEEL in terms of a separate agreement between ZEEL and such cable operator.
“Interconnection”	means commercial and technical arrangements under which HITS Operator and ZEEL connect their equipment and networks to provide signals of Zee Group Channels to the subscribers
“Interconnection	

Agreement”	means this Agreement for providing signals of Zee Group Channels.
“Interconnection Regulation 2017”	shall mean the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulation, 2017 dated 3 rd March 2017 issued by the Telecom Regulatory Authority of India as amended on 30.10.2019 and 11.6.2021.
“Laws”	shall mean all applicable statutes, enactment, acts of legislative, ordinance, rules, by-laws, regulations, notifications, guidelines, policies, directions, and orders, including amendments thereto, of any Government, Authority, including without limitation (a) the Interconnection Regulations; (b) any rules, directions, regulations, guidelines, and code of conduct of the MIB and TRAI that may be amended from time to time (c) The Copyright Act 1957 (including amendments thereto) (d) any final un-appealable order of any competent court or tribunal, etc.
“Local Cable Operator” Or “LCO”	means a person registered under rule 5 of the Cable Television Networks Rules, 1994
“Maximum Retail Price” Or “MRP”	for the purpose of this Agreement shall mean the maximum price, excluding taxes, payable by a subscriber for a-la-carte pay Zee Group Channel or bouquet of pay Zee Group Channels, as the case may be
“New Channels”	shall mean the new channels to be launched and/or to be distributed by ZEEL in future and/or not forming part of the list of Channels set out in ANNEXURE II as on date of execution of this Agreement.
“Pay Channel”	shall mean a channel which is declared as such by ZEEL and for which a share of maximum retail price is to be paid to ZEEL by the HITS Operator and for which due authorization needs to be obtained from ZEEL for distribution of such channel to subscribers.
“Primary Markets”	means, in relation to “Identified Channel(s)”, certain state(s) which have been denoted as their “Primary Market(s)”, as detailed in Table B under ANNEXURE IV .
“QoS”	means Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer

Protection (Addressable Systems) Regulations, 2017 as amended on 28.12.2018 and 9.10.2019

“Platform” or “Distribution System”	means the addressable systems owned and operated by HITS Operator which is used to re-transmit the signals of Zee Group Channels.
“Reference Interconnection Offer” or “RIO”	means this document published by ZEEL specifying terms and conditions on which the HITS Operator may seek interconnection with ZEEL
right “Removed Channel”	shall mean any Channel(s) of which ZEEL ceases to grant to the HITS Operator under this Agreement.
“Receiver Box”	means the ZEEL approved decoder, receiver or integrated receiver-decoders used in conjunction with a Viewing Card in order to facilitate the receipt of the signals of the Channels by the HITS Operator.
“Set Top Box”	means a device which is connected to or is part of a television set and which allows a Subscriber to receive, in descrambled form, the Channels distributed by the HITS Operator.
“Smart Card”	means, in relation to a Subscriber, a card or other device issued by HITS Operator to that Subscriber that, when enabled by a CAS and inserted in such Subscriber's Set Top Box, has the functionality of enabling such Subscriber's Set Top Box to receive the Channels distributed by the HITS Operator.
“Subscriber”	means, a person who receives signals of Zee Group Channels, from a HITS Operator, at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed broadcasting services, shall constitute one subscriber. For the avoidance of doubt, it is hereby clarified that for the purposes of calculating the Subscription Fees, a Subscriber shall have the meaning set out in ANNEXURE V .
“Subscriber Management System” or “SMS”	means a system or device which stores the subscriber records and details at the HITS Operator's end with respect

to name, address and other information regarding the hardware being utilized by the subscriber, Zee Group Channels or bouquets of Zee Group Channels subscribed by the subscriber, price of such Zee Group Channels or bouquets of Zee Group Channels as defined in the system, the activation or deactivation dates and time for any Zee Group Channel or bouquets of Zee Group Channels, a log of all actions performed on a subscriber's record, invoices raised on each subscriber and the amounts paid or discount allowed to the subscriber for each billing period by the HITS Operator.

- “Subscription Fee” means the Fees payable by HITS Operator to ZEEL for availing the signals of Zee Group Channels on a monthly basis and calculated as “ZEEL's Share of MRP” multiplied by average active subscribers for any given month.
- “Tariff Order” means the Telecommunication (Broadcasting and Cable) Services (Eight) (Addressable Systems) Tariff Order, 2017 dated 3rd March, 2017
- “Television Channel” means Zee Group Channel, which has been granted permission for downlinking by the Central Government under the policy guidelines issued or amended by it from time to time and reference to the term ‘channel’ shall be construed as a reference to “television channel”
- “Territory” means the territorial boundaries wherein ZEEL has authorised the HITS Operator to retransmit the signals of Zee Group Channels.
- “TRAI Regulations” means Interconnection Regulations, Tariff Order and QoS.
- “Viewing Card” means the ZEEL approved viewing card to be used in conjunction with the Receiver Box in order for HITS Operator to access and decode each of the Channels.
- “ZEEL's share of MRP” with reference to a pay channel or a bouquet of pay channels means the Maximum Retail Price (MRP) of Zee Group Channels/Bouquets less of Distribution Margin, payable by the HITS Operator to ZEEL for availing the signals of pay ZEE Group Channel or bouquet of pay Zee Group Channels, as the case may be.

All other words and expressions used in this Agreement not defined herein, and defined in the Act and rules and regulations made thereunder, and the rules and regulations made thereunder, shall have the meanings respectively assigned to them in those Acts or the rules or regulations, as the case may be.

2. **Term**

The “Term” of this Agreement shall be starting from _____ till _____. Commencement of this Agreement would be considered from the date of execution of this Agreement by ZEEL or the date of activation of signals by ZEEL, whichever is later. In either case the Agreement shall terminate on _____.

The Parties shall enter into new written Interconnection Agreement before the expiry of this Agreement. ZEEL will send a written notice to HITS Operator at least sixty (60) days prior to date of expiry of this Agreement to enter into new Interconnection Agreement.

Provided further that if the Parties fail to enter into new Interconnection Agreement before the date of expiry of this Agreement, ZEEL will disconnect the retransmission of the signals of the Zee Group Channels on the expiry date of this Agreement.

Provided further that the HITS Operator shall, fifteen days prior to the date of expiry of this Agreement, inform its subscribers through scrolls on its Platform:

- (i) the date of expiry of this Agreement
- (ii) the date of disconnection of signals of Zee Group Channels in event of its failure to enter into new interconnection agreement.

In the event the HITS Operator opts for downloading Interconnection Agreement from the website of ZEEL and signs the said downloaded Agreement, it shall be mandatory for the HITS Operator to send it to ZEEL within 7 days of signing. Such agreement shall be binding only after it is counter-signed by ZEEL and not otherwise. It is further clarified that any signed agreement from the HITS Operator shall not be legally binding if it is received after a new version of RIO/ Interconnection Agreement is uploaded by ZEEL on its website. In the event ZEEL modifies and uploads a revised RIO/ Interconnection Agreement on its website, any unexecuted Interconnection Agreement shall be null and void.

3. **Territory**

The HITS Operator has been granted license by MIB to operate in the Territory as mentioned in “**ANNEXURE I Part (A)**” (hereinafter referred to as “Registered Area”). Further, ZEEL has allowed the HITS Operator to operate within the specific area(s)/cities as stated in **ANNEXURE I Part (B)** (hereinafter referred to as “Authorised Area”).

- 3.2 It is further clarified that it shall be permissible for the HITS Operator to distribute the Zee Group Channels beyond the Authorised Area (“Additional Authorised Area”) by

executing the Amendment Agreement for Additional Authorised Area as made available on ZEEL's website and by submitting the same to the designated person for that Area named in **Clause 37** hereunder. The distribution of Zee Group Channels in such additional authorised areas can be done by the HITS Operator after thirty (30) days from the date of receipt of such Amendment Agreement for Additional Authorised Area by ZEEL:

Provided that such areas fall within--

- (a) the Registered Area of operation of the HITS Operator; and
- (b) the states or union territories in which the HITS Operator has been permitted to distribute the signals of television channels under this Agreement.

On execution, the Amendment Agreement for Additional Authorised Area shall be deemed to be an integral part of this Agreement.

In the absence of thirty (30) days advance notice by way of execution of the Amendment Agreement for Additional Authorised Area, the distribution of Zee Group Channels done by the HITS Operator shall be treated as unauthorised and unlawful and shall be liable for appropriate penal action as per the applicable Law / Regulations.

- 3.3 Nothing contained in **sub-clause 3.2** shall apply if written objections with reasons from ZEEL have been received by the HITS Operator during the said thirty (30) days' notice period.

4. **Zee Group Channels**

Zee Group Channels shall mean the Television Channels as listed in **ANNEXURE II** attached herewith. Standard Definition Channels may be referred to as Zee Group SD Channels and High Definition Channels may be referred to as Zee Group HD Channels. Both Zee Group SD and Zee Group HD Channels may be collectively referred to as Zee Group Channels.

The HITS Operator shall subscribe to the signals of Zee Group Channels on A-la-carte and/or Bouquet(s) basis by specifically opting for the same in **Annexure(s) II and III**.

In the event the HITS Operator intends to subscribe for any additional Zee Group Channels and/or New Channels on A-la-carte and/or Bouquet(s) basis during the Term of this Agreement, the HITS Operator may do so by executing the Amendment Agreement for Additional Channels, in the manner prescribed on ZEEL's website.

ZEEL reserves the right to remove any channel from the list of Zee Group Channels ("**Removed Channel**") at any time during the Term as per applicable Laws, if it ceases to distribute such channel(s) in the Territory and terminate the grant of the associated distribution rights to HITS Operator and/or to add any channel to the list of Zee Group Channels and to grant the distribution rights to HITS Operator in respect of new channel. Once a Zee Group Channel becomes a Removed Channel, the same shall

cease to be made available by ZEEL on A-la-carte and/or as part of Bouquet. In such case, the effective MRP of the Zee Bouquet consisting such Removed channel(s), would get adjusted as per the TRAI Regulations.

5. Rights Granted

HITS Operator shall have the non-exclusive right to distribute to its Subscribers (defined later) Zee Group Channels during the Term only via its Headend in the Sky Service System (“Platform”) only on its Full Service Model within the Territory in an encrypted mode. No other service known by any other nomenclature whatsoever, will be allowed to be carried by or provided to its affiliates through the HITS Platform. The Platform shall be owned and operated by HITS Operator and shall also have digital Conditional Access System (“CAS”) and a Subscriber Management System (“SMS”) which shall be owned and operated by HITS Operator itself. HITS Operator shall re-distribute Zee Group Channels to its Subscribers from its Platform simultaneously upon receipt of signals of Zee Group Channels along with multiple audio feed (subject to the technical capacity of IRDs), if any, without any interruption, editing, interface, alteration, dubbing, voice over, subtitles, delays, picture squeezing, resizing, graphic insertions, pull through and crawlers etc. All other rights and means of distribution not specifically and expressly granted herein are expressly exclude and reserved by ZEEL. HITS Operator shall offer all contributory language feeds for a given ZEEL Channel to every Subscriber entitled to access that specific ZEEL Channel and shall never distribute or re-transmit Zee Group Channels in an un- encrypted mode.

The HITS Operator has not been granted Time Shift, all kinds of Multiplexing, Pay Per View (PPV), Video on Demand (VoD) or Near Video on Demand (NVoD) rights and ZEEL reserves such rights. HITS Operator shall not store any content of ZEEL satellite television channels for any reason whatsoever, including, but not limited for the purpose of providing to its Subscribers as part of any Free TV, Interactive TV, Online service, save and except for compliance recording. To make the same explicitly clear, the HITS operator shall transmit the Liner Channel(s) in the same time frame as received from ZEEL, and shall not delay it under any circumstances, save due to natural equipment processing delays, being generally ranging from about half to two seconds. The HITS Operator shall not transmit the signals of Zee Group of Channels to persons/entities who are not Subscribers. Further, under this Agreement, the HITS Operator shall not provide any kind of service or indulge in any kind of exhibition of Zee Group Channels which involves non-linear transmission, interactive tv and/or any such functionality which requires connection to internet (wired or wireless) or which involves exhibition/viewing of the Zee group Channels beyond the scope of this Agreement.

Usage of Digital Video Recorder (DVR) and or Personal Video Recorder (PVR) by the HITS Operator shall not be permitted. Nevertheless, use of DVR and PVR by the end consumer shall be allowed provided there is no automatic advertisement skipping function nor there is any mechanism whereby DVR and or PVR have a store and forward function.

HITS Operator shall carry each of the Channels in their entirety on an “as-is” basis and continuously on a 24x7x365(6) basis at the time it is originally transmitted by ZEEL and its licensors along with multiple audio feed(as made available by ZEEL), if any, without any editing, dubbing, voice over, sub title, delays, alterations, interruptions, interference, picture squeezing or re-sizing, insertion of graphic overlays, pull-through or crawls, deletions or additions.

The HITS Operator shall offer all contributory language feeds for a given channel to every subscriber entitled to access that channel provided that the HITS Operator has opted for such contributory language feeds of the channel.

HITS Operator shall, under no circumstance, sub license and/ or assign and/ or transfer the rights granted to it by ZEEL.

HITS Operator shall not “push” content onto the Set Top Box (“STB”), there shall not be automatic advertisement skipping function and/ or the HITS Operator shall not create a virtual Video on Demand (VoD) or other on demand service in respect of the Zee Group Channel(s).

Distribution is permitted only to STB’s of HITS Operator on its “Platform”. Distribution right on all other platforms including, Cable Television Service, DTH, Mobile, Broadband, PC, Internet, Wireless, IPTV, OTT or any other technology which may be introduced in future is not granted herein and the same are expressly withheld by ZEEL.

6. Authorised Subscriber

Authorised Subscriber shall mean any subscriber of the HITS Operator who receives the signals of one or more Zee Group Channels at a place indicated by the Subscriber without further transmitting it to any other person and who does not cause the signals of Zee Group Channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each Set Top Box located at such place, for receiving the signals of Zee Group Channels, shall constitute an Authorised Subscriber.

Subscriber for the purposes of calculation of the Monthly Subscription Fees means, for any calendar month, each Set Top Box, which is availing one or more of the Zee Group Channel(s) through the HITS Operator.

HITS Operator shall not be permitted nor shall be entitled to activate. the STB/ provide signals of any Zee Group Channels to any such subscribers who have not submitted Consumer / Subscriber Application Form (SAF) as per the requirement under the applicable Regulations/ Laws. Non-compliance of this condition shall be termed as a material breach which will entitle ZEEL to disconnect its channels by giving written Notice for non-compliance to the HITS Operator.

Each Set Top Box in a household or unit in a multi-dwelling residential unit or at any place other than a residential unit shall be treated as a separate Subscriber. Where a

Subscriber has more than 1 (one) STB authorized by the HITS Operator to receive the Channels then every such connection(s) shall be considered as a separate and distinct “Subscriber” in all respect including for calculation of Subscription Fees. HITS Operator shall maintain proper and accurate records of each and every connection and would furnish the details to ZEEL.

7. Packaging

- 7.1 HITS Operator undertakes to ZEEL that it shall package Zee Group Channels as per applicable law including but not limited to the relevant regulations notified by TRAI. HITS Operator undertakes to ZEEL that no Zee Group Channel shall be included in any package or tier that contains any channel with pornographic content or any gambling channel/content.
- 7.2 The Bouquets of Pay Zee Group Channels offered by ZEEL, and for which interconnection agreement has been signed with ZEEL, shall be offered by the HITS Operator to its Subscribers without any alteration in its composition. It is however clarified that in the event of any change in the composition of the Bouquets of Pay Zee Group Channels, the same shall be construed that the HITS Operator is offering such Zee Group Channels on a-la-carte basis to Subscribers.

8. Main Obligations of HITS Operator

- 8.1 Without prejudice to the provisions of **Clause 17.1 “Acquired Systems”**, the HITS Operator agrees not to connect or make available the signals of the Channels through the Distribution System to any Independent Affiliate, having outstanding arrears payable to ZEEL, without ZEEL’s prior written consent vide a written agreement. ZEEL has the right to withhold such consent in its sole discretion, till such time that the Independent Affiliate or the HITS Operator does not clear all the outstanding amounts payable by the Independent Affiliate to ZEEL for such time the Independent Affiliate has been availing the signals of Zee Group Channels.
- 8.2 Any agreement entered into by the HITS Operator, its sub-operators and their respective Affiliates with a Subscriber shall not relieve the HITS Operator, its sub-operators and their respective Affiliates of any of their obligations under this Agreement and HITS Operator shall ensure that such agreements are not in any way prejudicial to the rights and obligations between the Parties as set out in this Agreement.
- 8.3 The HITS Operator agrees that it shall not make its Subscribers take other channels or services or fulfil any other commercial consideration, apart from Network Capacity Fees, as a precondition to receive the signals of Zee Group Channel(s).
- 8.4 The HITS Operator shall offer to all subscribers the bouquet(s) of Pay Zee Group Channels offered by ZEEL for which interconnection agreement has been signed with ZEEL, without any alteration in composition of the bouquet(s) of Pay Zee Group Channels.

- 8.5 HITS Operator shall retransmit the signals of all Zee Group Channels only in a securely encrypted manner and without any alteration to its subscribers.
- 8.6 HITS Operator shall display name and maximum retail price of all the Zee Group Channels opted by the HITS Operator in its electronic programme guide.
- 8.7 Further, the HITS Operator shall not offer limited period exhibition of any Channel(s) to Subscribers.
- 8.8 Once a Channel(s) has been included in a Subscriber Package, the HITS Operator shall not stop exhibition of any Channel(s) without strictly following the procedure prescribed for changing the composition of the Subscriber Package under the TRAI Regulations.
- 8.9 HITS Operator shall not distribute the Zee Group Channels outside the Authorised Area through any other mode without the express written consent/agreement of ZEEL.
- 8.10 The HITS Operator before availing the signals of Zee Group Channels shall submit documentary evidence / technical compliance report showing that the addressable systems to be used for distribution of TV channels meet the requirements specified in the **ANNEXURE X** of this Agreement. In case ZEEL finds that the Addressable System (i.e. CAS, SMS and other digital equipment) being used by the HITS Operator for distribution of TV channels does not meet the requirements specified in **ANNEXURE X** of this Agreement, it shall inform such HITS Operator and the HITS Operator shall get the addressable system audited by any auditor empanelled by the Telecom Regulatory Authority of India by direction from time to time and obtain a certificate from such Auditor that the HITS Operator's addressable systems meets the requirements specified in said **ANNEXURE X**.
- 8.11 HITS Operator shall protect the Intellectual Property of ZEEL and shall not cause or permit anything which may damage or endanger the Intellectual Property or assist or allow others to do so. The HITS Operator shall not apply for registration of ZEEL's Trade mark as a Trade mark in its own name and shall not use any name or mark similar to or capable of being confused with the Trade name or mark of ZEEL. HITS Operator shall not acquire or claim any proprietary rights in the intellectual property of ZEEL.
- 8.12 It is agreed that no independent advertising shall be inserted by HITS Operator and HITS Operator shall not superimpose or otherwise alter any copyright, trademarks, trade names, logos, names on any Channel.
- 8.13 HITS Operator undertakes to take all appropriate and necessary steps and measures to prevent piracy or any other violation, disclose correctly all the information as required by ZEEL, ensure distribution by sub-operator only to persons in the HITS Operator's SMS and CAS database and operating within the limits of the subscription rights as conferred in terms of this Agreement.

8.14 The HITS Operator shall comply with all applicable Laws and shall ensure timely compliances thereunder

9. **Maximum Retail Price (MRP) of Zee Group Channels, Calculation of Subscription Fee and Distribution Margin:**

9.1 **Maximum Retail Price (MRP) of Zee Group Channel(s):**

- (A) Maximum Retail Price (MRP) of Zee Group of Channel(s) are as under:
- (a) MRP of Zee Group Channels offered on A-la-Carte basis is set out in **ANNEXURE II**
 - (b) MRP of Bouquet of Pay Zee Group Channel(s) is set out in **ANNEXURE III**
- (B) ZEEL is also offering the Zee Group Channel(s) under Incentive Scheme(s) on MRP of A-la-Carte and Bouquet (s) of Pay Zee Group Channel(s) as detailed in **ANNEXURE IV**.
- (C) In order to avail the Incentive under the Incentive Scheme(s) as mentioned in **Clause 9.1 (B)** herein above, the HITS Operator will have to comply with all the conditions stipulated in the respective Incentive Scheme(s).

9.2 **Calculation of Subscription Fee**

During the Term, the HITS Operator shall pay to ZEEL, the Subscription Fee which shall be calculated on a monthly basis in the manner set out in **ANNEXURE VI**.

9.3 **Distribution Margin**

The Distribution Margin shall be equal to **twenty percent (20%)** of the MRP of pay Zee Group Channels or bouquet of pay Zee Group Channels as the case may be.

10. **Payment Terms**

The HITS Operator agrees to pay to ZEEL, the monthly Subscription Fee as per the terms set out in **ANNEXURE V**. Any default by the HITS Operator pertaining to Payment Terms shall constitute a material breach hereunder and ZEEL be entitled to switch off the signals of Zee Group Channels to entire network of the HITS Operator

Further it is also agreed by the HITS Operator that in case the HITS Operator operates through any of its Joint venture/affiliate/associate Network(s) in different parts of the Cities/Country then it shall be the sole responsibility and obligation of the HITS Operator to clear all the entire accumulated arrears/dues which are not paid by any such Joint Venture/affiliate/associate entities of the HITS Operator to ZEEL. Further it is also agreed by HITS Operator that any other Independent Affiliate taken over by HITS Operator during the term of this Agreement shall be treated as JVs and HITS Operator shall be liable to make additional payment for such JVs acquired during the term of this Agreement.

11. Watermark/Logo

The HITS Operator shall be permitted to use its own watermark/logo on the screen which is visible and identifiable with the service provided by the HITS Operator. However, no such watermark/logo shall be used by the HITS Operator which conveys or indicates ZEEL's and/or its Licensor's brand logo in any manner whatsoever. The HITS Operator shall have to seek prior written approval from ZEEL with regards to the size, type, location of the watermark/logo to be used on the screen by the HITS Operator on Zee Group channels transmitted on its platform.

12. Electronic Programme Guide (EPG)

- (i) ZEEL will declare the genre of its channels as per the Regulations, broadly categorizing the Zee Group Channels in the following genre based on the channels launched by it from time to time.

(a) General Entertainment (b) Infotainment, (c) Kids, (d) Movies, (e) Music, (f) News and Current Affairs, and (g) Miscellaneous.

- (ii) It shall be mandatory for the HITS Operator to place the Zee Group channels in the electronic programme guide, in the genre as declared by ZEEL:

Provided that no Zee Group Channels shall be disadvantaged or otherwise treated less favorably by the HITS Operator with respect to competing channels on a genre basis. The subscribed Zee Group Channels of same language within the same genre shall appear together consecutively in the electronic programme guide and one television Zee Group Channel shall appear at one place only.

Provided further that it shall be permissible to the HITS Operator to place a channel under sub-genre within the genre declared for the channel by the broadcaster(s).

- (iii) The HITS Operator shall assign a unique channel number for each Zee Group Channel available on the distribution network.

- (iv) The channel number once assigned to a particular Zee Group Channel shall not be altered by the HITS Operator in the manner set out in the TRAI Regulations:

Provided that the provision of this Clause 12(iv) shall not apply in case the channel becomes unavailable on the distribution network.

Provided further that in the event ZEEL changes the genre of a Zee Group Channel then the HITS Operator shall immediately, on intimation, place the said Zee Group Channel under the respective genre(revised/changed) and in such manner that all channels of same language within such genre appear together consecutively in the electronic program guide (EPG).

- (v) Before signing of the Agreement, HITS Operator shall apprise and make available to ZEEL the EPG Policy of the HITS Operator's platform.

- (vi) Electronic Program Guide (EPG) wherein the channels being carried on a HITS Operator's network can be arranged in a simple and easy to understand manner so that the subscriber can easily go through this guide and select the channel of choice instead of flipping through all the channels
- (vii) During the entire duration of the term, the EPG of HITS Operator shall always contain the MRP of the Pay Channel the information of the programs being shown on all Zee Group channels in a manner approved by ZEEL without any cost or fee to ZEEL. HITS Operator shall provide the format in which the said information regarding all the channels shall be furnished by ZEEL.
- (viii) However, in event the HITS Operator avails any of the Incentive Scheme(s) then it shall be liable to comply with the conditions pertaining to LCN laid down in the respective Incentive Scheme(s).

13. Delivery and Security

All Zee Group Channels must be delivered by the HITS Operator to subscribers in a securely encrypted manner and without any alteration.

The transmission specifications and infrastructure allocated by HITS Operator in respect of the broadcast signals of the Zee Group Channels by HITS Operator to its Subscribers shall be no worse than that of the signal of any other channel within the same genre on its HITS Platform.

ZEEL shall provide requisite number of Integrated Receivers and Decoders (IRDs) subject to payment of stipulated interest free security deposit per IRD as per the conditions laid down in the TRAI Regulations. Further, the HITS Operator shall confirm the details of Integrated Receiver Decoder (IRD's) in respect of all such channels availed from ZEEL in the format provided in **ANNEXURE XI**.

The Parties acknowledge and agree that in the event HITS Operator intends to make any changes to the Addressable System's security and encryption technology, including the encryption system (other than standard software upgrades which are deemed not to be material changes), during the Term, the HITS Operator shall intimate the same to ZEEL by submitting Form for Change in Addressable Systems which is made available on ZEEL's Website.

14. Audit

- (l) The HITS Operator shall on or before 31st December of every Calendar Year must furnish to ZEEL a detailed audit report after causing audit of its Subscriber Management System (SMS), Conditional Access System (CAS) and other related systems by an auditor empaneled by the Authority within 24 hours from the generation of such Audit Report, to verify that the monthly subscription reports made available by the HITS Operator to ZEEL are complete, true and correct. Provided, that any variation, due to audit, resulting in less than zero-

point five percent (0.5%) of the billed amount shall not require any revision of the invoices already issued and paid. Failure to comply with this provision by the HITS Operator will constitute a material breach of this Agreement. The audit and penalty under this clause shall be as per TRAI Regulations.

- (II) In case ZEEL is not satisfied with the audit report received under Clause 14(i) or, if in the opinion of ZEEL the addressable system being used by the HITS Operator does not meet requirements specified under the Schedule III and Schedule IX of Interconnection Regulation, 2017, ZEEL shall have the right not more than once in a Calendar Year, after communicating to the reasons in writing to the HITS Operator, to audit the SMS, CAS and other related system of the HITS Operator by an auditor empaneled by the Authority.
- (III) The HITS Operator shall be under a legal obligation to revert within four (4) days (“Revert Period”) after a request is received for audit from ZEEL, so that the audit exercise can be undertaken at a date before end of fifteen (15) day period. In the event the HITS Operator fails to respond or fails to provide a convenient date for audit falling within a month of the request date then in such an event, ZEEL shall at its discretion levy an additional charge equivalent to ten percent (10%) of one month’s Subscription Fee paid by the HITS Operator for the previous month. For the avoidance of doubt it is clarified that the additional charge of 10% as referred to above shall continue to be levied on incremental monthly basis till the Audit is commenced.
- (IV) Provided further that if such audit conducted in terms of Clause 14(ii) reveals that additional amount is payable to ZEEL by the HITS Operator, then the HITS Operator shall pay such amount, along with the interest at the rate of 18% per annum, within ten (10) days and if such amount including interest due for any period exceed the amount reported by the HITS Operator to be due for such period by two percent (2%) or more, the HITS Operator shall bear the audit expenses, and take necessary actions to avoid occurrence of such errors in the future.
- (V) Provided also that ZEEL shall have a right to disconnect signals of Zee Group Channels, after giving written notice of three (3) weeks to the HITS Operator, if such audit conducted in terms of Clause 14(ii) reveals that the addressable system being used by the HITS Operator does not meet the requirements specified in the Schedule III and Schedule IX of the Interconnection Regulation.
- (VI) HITS Operator hereby agrees and acknowledges to offer necessary assistance to auditors so that audits can be completed in a time bound manner.
- (VII) In the event during the audit exercise if it is found that the HITS Operator has not informed ZEEL about any change/ replacement of his existing SMS / CAS system declared at the time of execution of the agreement or in case where the HITS Operator has introduced and is making use of one or more SMS / CAS systems for which it has not declared true and correct subscribers count along with the choice of channels subscribed by the subscribers then in such an event ZEEL shall at its discretion, charge for such additional subscribers attributable to such supplementary/ additional SMS / CAS systems with a

penalty @ 100% of the maximum retail price for such channels from the date of agreement. For example, if the undeclared number of subscribers is say 500 and the MRP share of ZEEL is Rs. X, then in such a scenario the HITS Operator shall be liable to pay X multiplied by 2 times (1 time is pertaining to the basic MRP and additional 1 time is attributable to 100% penalty).

- (VIII) Notwithstanding what is stated hereinabove, the HITS Operator will maintain at its own expense a subscriber management system (“SMS”) compliant to the technical specifications set out in **ANNEXURE X**.
- (IX) The HITS Operator shall maintain accurate, complete and up to date records of every subscriber’s details, details of the location of every STB, smart card, records and accounts of billings including historical billing data, type of subscribers, sub licenses, correct conditional access log, SMS data, duly executed agreements with subscribers, forms filed by Subscribers, receipt books regarding payments from the Subscribers, books of accounts and records reflecting all transactions relating to the Services and authorizations of STB / CPE, in particular the name, complete address, billing and payment details of all Subscribers (“Subscriber Records”). The HITS Operator shall ensure that it’s SMS and billing software allows for monitoring and printing of historical data relating to subscriber activation and/or deactivation, going back to at least 2 (two) consecutive preceding years at any point of time.
- (X) HITS Operator shall, at the request of ZEEL, send a report in respect of systems, measures and compliances with this Clause 14, in accordance with the format and medium, electronic and hard copy, as may be specified by ZEEL from time to time. Such report shall be authenticated by the agencies or vendors providing Conditional Access System (CAS) software and subscriber management / billing system software. It is agreed between the Parties that neither ZEEL’s acceptance of any such information or payment, nor ZEEL’s inspection or audit of the HITS Operator's records or accounts shall prevent ZEEL from later disputing the accuracy or completeness of the same provided, that ZEEL submits reasons for disputing the same.
- (XI) The SMS, CAS, billing, IT systems, and all Subscriber Records that are relevant for the purpose of the Agreement shall be available for inspection and audit by empaneled Auditor(s) (i) at any time during normal business hours during the Term of this Agreement and for two years after the termination of the Agreement, as the case may be, to ensure compliance with the Anti-Piracy obligations of the HITS Operator; and (ii) on 3 (three) calendar days prior written notice during normal business hours to ensure compliance with all other terms of the Agreement during the Term of this Agreement and for three months after the termination of this Agreement.
- (XII) The HITS Operator shall give empaneled Auditors any assistance they may reasonably require in connection with their audit investigations. In the event a breach of the Agreement has been discovered during the course of such audit or inspection, empaneled Auditors shall have the right to take printouts, photocopies and computer copies of the Subscriber Records, or any portion

thereof, reasonably required to provide evidence of such breach, and the HITS Operator agrees to extend reasonable co-operation in this regard.

- (XIII) The scope of such audit conducted by empaneled Auditors in accordance with **Clause 14** shall be as set out in **ANNEXURE XII**. The HITS Operator shall provide full cooperation to the empaneled auditors appointed by ZEEL in order to carry out the audit including but not limited to granting unfettered, unqualified and unrestricted access to HITS Operator's facilities and systems including but not limited to SMS, CAS, IT, billing, and other systems and providing documents as may be required by the auditors. HITS Operator shall have no objection to the auditors carrying or using their own equipment, systems including but not limited to laptops, software and hardware for conducting such audit and shall be provided with free ingress and egress from the premises wherein such audit is conducted. The HITS Operator shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the auditor at any stage during the audit. The auditor shall own and possess all working data. Further, the auditor shall be free to decide and devise the methodology and the manner for conducting the audit. The provisions contained in this Clause shall also apply to Technical Audits as stated in Clause 14 herein below. Any breach by or on the part of the HITS Operator with regard to the above covenants shall be construed as material breach of this Agreement.
- (XIV) HITS Operator shall maintain all the relevant records including but not limited to the records pertaining to packaging, penetration, Logical Channel Numbers (LCN) of Zee Group Channels along with sequential positioning thereof within the genre and shall submit the monthly report thereof in a stipulated format to ZEEL.

15. Anti-Piracy

In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as "Piracy"), the HITS Operator shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access system delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "Security Systems") as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by ZEEL. The HITS Operator shall comply with the Anti-Piracy Requirements set out in **Clause VI and VII** in **ANNEXURE XII** and also provide full and complete information for conducting Technical Audit by the auditors, empaneled by the Authority for conducting such audit, by furnishing details outlined in **Clause I, II, III, IV and V** of **ANNEXURE XII** attached herewith.

The HITS Operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365(6) basis.

The HITS Operator shall not authorize, cause or suffer any portion of any of the Zee Group Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the HITS Operator at the time these Channels are made available. If the HITS Operator becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Zee Group Channels for any other purpose, the HITS Operator shall within ten minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Zee Group Channels for any other purpose, notify ZEEL and the HITS Operator shall also switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the HITS Operator shall not be treated as unauthorized use, as long as such Set Top Box is used in accordance with the terms and conditions of the subscription agreement between the HITS Operator and the subscriber. The HITS Operator shall comply with the specifications for Set Top Box, Conditional Access System and Subscriber Management System as set out in **ANNEXURE X** attached herewith.

If so instructed by Information (as defined below) by ZEEL, the HITS Operator shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from ZEEL. Any communication under this Clause shall be considered as valid Information only if (i) the information is sent through e-mail in a format as mutually agreed by the parties and (ii) the information is sent by a person(s) who is designated to send such information. However, the “information” may even be provided by ZEEL representatives through other means of communications such as telephonic message, fax etc. and the said “information” shall later be confirmed by ZEEL through e-mail and the HITS Operator shall be under obligation to act upon such information.

16. Reports

The HITS Operator will maintain at its own expense a Subscriber Management System (“SMS”) which should be fully integrated with the Conditional Access System (“CAS”).

The HITS Operator shall, within seven (7) days from the end of each calendar month, provide, in the format specified in the **ANNEXURE VI** attached herewith, complete and accurate monthly subscription report of A-la-Carte channels and bouquets of pay Zee Group Channels, to ZEEL. The Monthly reports to be provided by HITS Operator shall consist of the Monthly subscriber numbers of the A-la-Carte channel(s) or bouquet(s) or HITS Operator package(s) which shall be arrived at, by averaging the number of subscribers subscribing the channels or bouquet, as the case may be, recorded four times in month i.e. on 7th day, 14th day, 21st day and 28th day of each calendar month as more particularly set out in **Table – 1 and Table – 2 of ANNEXURE VI**. The number of subscribers to be reported in the monthly report shall be recorded at any point of time between 19:00 Hrs. to 23:00 Hrs. on the aforementioned days of every calendar month.

HITS Operator shall submit the aforementioned subscriber report on a monthly basis separately for each and every area(s)/city it is operating in, as specified in **ANNEXURE I**. The monthly subscriber report for every month during the Term of this Agreement shall be uploaded by the HITS Operator in the prescribed format on ZEEL's portal and shall also be submitted in a non-editable PDF format, with read only permission via email to dassubsreport@zee.com within the stipulated timeline. The Parties agree that timely submission of Reports shall be a material obligation on part of the HITS Operator and essence of the contract. In event if the HITS Operator fails to submit the monthly subscriber reports within seven (7) days from the end of each calendar month, it shall constitute a material breach of this Agreement.

Such reports shall specify all information required to calculate the Monthly Average Active Subscriber Level (including but not limited to the number of Subscribers for each Zee Group Channel and each package in which a Zee Group Channel is included) and the Subscription Fees payable to ZEEL and in case the HITS Operator opts for any of the Incentive Scheme(s) all the required details as per stipulated formats shall be provided by the HITS Operator to ZEEL. Such monthly Reports shall be signed and attested by an officer of the HITS Operator of a rank not less than Head of Operations Department/ Chief Financial Officer/Chief Executive Officer who shall certify that all information in the Report is true and correct and that the number of subscribers reported in the Report has been extracted from the SMS which is exactly the same as reflected in their CAS.

17.1 Acquired Systems

If HITS Operator merges with, acquires or is acquired by a competing HITS Operator operating in the Territory ("Competing Platform") and Zee Group Channels are not carried on the Competing Platform at the time of merger and in the event following the merger the Competing Platform carries the 'Zee Group Channel pursuant to this Agreement or HITS Operator distributes the said Channel to the Subscribers of the Competing Platform, HITS Operator or the successor company shall be obligated to pay to ZEEL the Subscription Fee from the effective date of the merger, on the basis of this Agreement within 30 days from the date of the merger based on the revised subscriber base of HITS Operator and the Competing Platform or the successor company/affiliates/joint ventures/networks as the case maybe. In case of any dispute the Parties agree to refer the matter to TDSAT.

If HITS Operator merges with, acquires or is acquired by a Competing Platform and the Zee Group Channel(s) are carried on Platform and the Competing Platform, then the Subscription Fee payable by the combined entity / platform would be in accordance with the respective agreements of ZEEL, with the platform and competing platform prior to such merger, till a fresh agreement is entered into with ZEEL for the combined entity.

Identical procedures will be followed in circumstances where the HITS Operator merges with, acquires or is acquired by multiple Competing Platforms simultaneously or a party which owns multiple Competing Platforms.

17.2 Change of control

The HITS Operator shall intimate ZEEL regarding a proposed Change Event promptly by submitting the Form for Change of Control made available on ZEEL's website. In which event, ZEEL reserves its right to deactivate the signals of the Zee Group Channels as per applicable Laws.

18. Suspension of Rights

Subject to any applicable laws, ZEEL shall have the right to suspend delivery of the Zee Group Channels to the HITS Operator after giving 21 days' notice in terms of the applicable Law, in the event of:

- i. a material breach related to payment of Subscription Fees if the same is not paid by the HITS Operator by the Due Date;
- ii. a material breach related to anti-piracy, if such breach is not cured within the initial notice period of two (2) days; or
- iii. a material breach related to non-submission of Subscriber Report.
- iv. a material breach not related to anti-piracy/ non-payment of Monthly Subscription Fee /non-submission of subscriber report, if such breach is not cured within the initial ten (10) day notice period.

19. Renewal of the Agreement:

The Parties shall start the process for renewal of the agreement at least 60 days prior to the date of the expiry of the existing Interconnection Agreement. New Interconnection agreement shall be entered into before the expiry of the existing Interconnection Agreement. In case the parties fail to enter into a new Interconnection Agreement before the expiry of the existing agreement, ZEEL shall not make available Zee Group channels to the HITS Operator on the expiry of the existing Interconnection Agreement.

Provided further that the HITS Operator shall, fifteen days prior to the date of expiry of this Agreement, inform the subscribers through scrolls on its HITS Platform:

- (i) the date of expiry of this Agreement
- (ii) the date of disconnection of signals of Zee Group Channels in event of its failure to enter into new Interconnection Agreement.

20. Termination

20.1 Either Party has a right to terminate this Agreement by a written notice to the other Party, subject to applicable Law, in the event of:

- i. material breach of this Agreement by the other Party;
 - ii. the bankruptcy, insolvency or appointment of receiver over the assets of the other Party;
 - iii. the license or any other material permission necessary for the HITS Operator to HITS service being revoked at any time other than due to the fault of the HITS Operator.
- 20.2 ZEEL shall have the right to terminate this Agreement:
- i. by a prior written notice of twenty-one (21) days to the HITS Operator, if HITS Operator breaches any of the Anti-Piracy Requirements; or
 - ii. by a prior written notice of thirty (30) days to the HITS Operator, if ZEEL discontinues the Zee Group Channels with respect to all distributors in the Territory.
- 20.3 The HITS Operator shall have the right to terminate this Agreement on written notice to ZEEL if the HITS Operator discontinues its business and provides at least ninety (90) days prior written notice.
- 20.4 In the event that the Parties fail to enter into a new agreement prior to the expiry of the Term, then ZEEL would discontinue the supply of signals to HITS Operator on the date of the expiry of the agreement due to efflux of time.
- 20.5 The procedure for disconnection of signals of the Channels by ZEEL shall be subject to the provisions contained in the TRAI Regulations.
- 20.6 In the event the IRD Box/CAM and or Viewing Card is/are transferred to any other location in breach of this Agreement, this Agreement shall be automatically terminated without prejudice to any other rights of ZEEL under this Agreement or Law.
- 20.7 ZEEL shall have the right to disconnect the Channels provided to the HITS Operator at any time by giving a prior written notice of 21 (twenty-one) calendar days, specifying the reasons for such disconnection.
- 20.8 The right of ZEEL to terminate this Agreement shall be in addition to, and without prejudice to any other rights or remedies available to ZEEL under this Agreement or Law.

21. Effect of Termination

Upon expiration or termination of this Agreement, all rights granted to and obligations undertaken by the Parties under this Agreement shall terminate immediately except:

- i. HITS Operator's obligations to pay the Subscription Fees accrued under this Agreement upon or prior to the expiration or termination of the Agreement; and

- ii. the indemnity obligations of the Parties; and
- iii. the confidentiality obligations of the Parties; and
- iv. such other rights as may accrue to the Parties under applicable laws.

In addition, HITS Operator shall forthwith:

- i. cease to use the Intellectual Property Rights of the Broadcaster and shall sign such confirmation of cessation of use of such Intellectual Property Rights as ZEEL and its licensors may require;
- ii. cease to provide or distribute/ transmit the Zee Group Channels to the Subscribers;
- iii. return the IRDs to ZEEL and its licensors.
- iv. The HITS Operator shall prepare and deliver to ZEEL a final Subscriber Report relating to any amounts due to ZEEL forthwith;
- v. All Promotional Materials of ZEEL and/or Confidential Information, which are in the possession of the HITS Operator, its sub-operators or any of their Affiliates or under their control shall be returned to ZEEL or be otherwise disposed of in accordance with the ZEEL's directions;

The expiry or termination of the Agreement shall be without prejudice to any rights which have already accrued to either Party under the Agreement prior to the date of expiry or termination.

The Parties shall immediately cease to make any representations that they are associated with each other in the Area.

Termination of the Agreement shall not absolve the HITS Operator of its obligations and stipulations under the Agreement.

The provisions of Clauses 25 and 27 shall survive the termination of this Agreement.

22. Intellectual Property

- (l) ZEEL and its licensors shall have the sole right and privilege to determine which events and programmes, advertisements, messages and the like shall be included in the channels. The HITS Operator agrees and undertakes to distribute the channels in their entirety in the same manner as such channels are delivered by ZEEL, without any cutting, editing, dubbing, scrolling or ticker tape, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions, blacking out, substituting or any other modification, alteration, addition,

deletion or variation, substituting or any other modification, alteration, addition, deletion, variation or other interference or interruption in any manner.

- (II) The HITS Operator shall use its best efforts to promote an awareness of the Channel among its Subscribers and potential subscribers. The HITS Operator acknowledges that the Channel Marks and associated marks and names (and the names of programs which appear in the Service) are and shall remain the exclusive property of ZEEL and its licensor(s), as applicable. The HITS Operator has not and shall not acquire any proprietary or other rights or interests therein by reason of this Agreement. ZEEL shall have the sole discretion to approve the use of such Channel Marks by the HITS Operator with respect to the programmes included in the Channels. The HITS Operator shall keep fully confidential and shall not publish or disseminate any material or information which violates any conditions imposed by ZEEL or its programme suppliers/licensor(s) and disclosed to HITS Operator by ZEEL for the purpose of this Agreement. ZEEL acknowledges and agrees that the HITS Operator shall have the right to use the Channel Marks to promote the Channel(s) through programme guide, programme listing, internet website and for the purpose of displaying the electronic program guide if any.
- (III) All rights to the Channels and its contents are specifically reserved to ZEEL and its licensors, as appropriate, and may be freely exercised and exploited by them by any means, any locations and in any manner whatsoever.
- (IV) Notwithstanding anything contained in this Agreement, the HITS Operator agrees that ZEEL, its parent, successors, assigns or any entity that owns or controls ZEEL, directly or indirectly during the Term hereof or for any extension, may re-name and/or re-brand the Channels in its sole discretion.

23. Representations and Warranties

- (I) Each Party represents and warrants to the other Party that:
 - (a) each of them is a duly incorporated and is a validly existing company/legal entity under applicable Law and has full authority and all rights (including necessary licenses and approvals from competent authorities) necessary to perform its obligations under this Agreement;
 - (b) upon execution hereof, this Agreement shall be legally binding on such Party and enforceable against such Party and will not result in any violation of any applicable Law;
 - (c) it has obtained, and shall maintain in full force, during the Term of this Agreement, all approvals and consents necessary to perform its obligations under this Agreement and operate the business it is conducting in connection with this Agreement, as applicable and no consent, authorization, license or approval of any Governmental Authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this Agreement.
- (II) The HITS Operator undertakes, represents and warrants to ZEEL that:
 - (a) the HITS Operator has conducted its business at all times in accordance with applicable Laws in all material respects and the terms of each license, registration and permit held by it and has obtained all the licenses, permits,

registrations from any Governmental Authority required under applicable Law for the HITS Operator to operate the Distribution System within the Authorised Area. The registration or license to operate the Distribution System within the Authorised Area and all other necessary supporting documents, including licenses or registrations of all sub-operators are valid and shall continue to remain valid during the Term of this Agreement. The HITS Operator confirms that it shall comply with and abide by the applicable LAWS including the TRAI Regulations and shall duly inform ZEEL in the event of any changes or termination in its registrations or in the event of a change in names and addresses of sub-operators working under the HITS Operator within 10 (ten) calendar days of such change. Any failure on the part of the HITS Operator to inform ZEEL in the event of any such change within 10 (ten) calendar days of such change shall be construed as a material breach of this Agreement;

- (b) the HITS Operator has not received any written notice from any Governmental Authority with respect to any violation of any applicable Law and no fact or circumstance exists which is likely to lead to any license, registration or permit which is material to the Distribution System of the HITS Operator being revoked, varied, cancelled, suspended or not renewed.
- (c) the Distribution Systems used by it to exercise the rights under this Agreement meet the requirements of applicable Laws and regulations, as amended from time to time, and this Agreement. The HITS Operator shall not generate or retransmit any unencrypted signals or feeds from its Head End;
- (d) it shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of ZEEL and shall not remove/shift any Equipment used to avail of the Services from the address referred to in **ANNEXURE XI**, without the prior written consent of ZEEL;
- (e) it shall not shift, remove, modify, misuse or tamper with the equipment used to avail of the Services including the paper seal to prevent opening of the equipment or any signals emanating there from, in a manner that prevents the identification of the equipment number or interferes with the signals emanating there from;
- (f) it shall not distribute the Channels other than by itself or through sub-operators identified in **ANNEXURE XI** hereto or otherwise deal with the Channels except as expressly authorized under this Agreement;
- (g) it shall not distribute the Channels (i) outside the Authorised Area; (ii) to any Person other than the Subscriber in a manner specified in the Agreement;
- (h) it has the appropriate net worth, good and paying subscriber base, necessary infrastructure including office, support staff and the equipment for running the Distribution System smoothly and efficiently so as to enable the HITS Operator to discharge all its obligations under this Agreement. The HITS Operator further represents that it is not in breach of any contractual obligation with respect to other service providers with whom it is connected;
- (i) all information provided by the HITS Operator to ZEEL in connection with this Agreement has been provided in good faith. All information which has been

provided by the HITS Operator to ZEEL in connection with this Agreement is true and accurate, and such information does not omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading.

- (j) the HITS Operator has not received any petition for, and no order has been made or a resolution been passed for the winding up/ insolvency/ liquidation of the HITS Operator or for the appointment of any provisional liquidator/ interim resolution professional or administrator over any or all the assets of the HITS Operator or the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the HITS Operator and no analogous procedure or step is being taken or is pending or threatened in any jurisdiction. No receiver has been appointed in respect of the whole or any part of any of the assets of the HITS Operator.
- (k) there are no legal proceedings pending against the HITS Operator which would materially affect the ability of the HITS Operator to perform its obligations under this Agreement.

The provisions of this Clause 23(II) shall also apply to sub-operators and Affiliates of the HITS Operator who are distributing the Channels through the Distribution System in the Area. The breach of any of the above shall constitute a material breach of this Agreement and shall entitle ZEEL to terminate this Agreement. The rights of ZEEL under this Clause shall be in addition to and without prejudice to any other rights available to it in Law or under this Agreement.

- (III) Except as expressly set out in this Agreement and to the maximum extent permitted by Law, the Channels are provided by ZEEL on an 'as-is' 'where-is' basis without warranties of any kind whatsoever, express or implied, including in relation to quality, merchantability, fitness for purpose or non-infringement or that the services will be error free or uninterrupted.
- (IV) The HITS Operator further represents and warrants that:
 - a. all the terms and conditions laid down in this Agreement are non-discriminatory, reasonable and justified and are not more than necessary for the legitimate preservation of the value of the Channel(s) and the content of the Channel(s);
 - b. that it has understood the merits and demerits including risks arising out of this Agreement and acknowledges that it has evaluated all considerations relating to the agreement, after duly reading the contents of this Agreement. The HITS Operator further represents that it has also taken advice from the subject matter experts including but not limited to finance, technical, content, legal and tax experts, pertaining to the implications of all terms and conditions of the Agreement and based on their opinion has accepted that this agreement is suitable and appropriate for the HITS Operator.
 - c. it has agreed to all terms and conditions of this Agreement after due discussion with ZEEL. In the event of any ambiguity or question of intent or interpretation arising out of this Agreement, the same shall be construed as if drafted jointly by

both the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

24. Regulatory Intervention

In the event that there is any change to any applicable statutes, enactments, acts of legislatures or parliament, laws, ordinances, orders, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting and The Telecom Regulatory Authority or any final un-appealable order of any competent court or tribunal, etc which would have a material adverse effect on either of the Parties, then the affected Party may request that the Parties consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this Agreement including but not limited to the Subscription Fee payable hereunder. Such amendment shall take effect from the date of such change. In the event the Parties are unable to agree on an amendment within thirty (30) days of the date of the request by the affected Party, then either Party may approach TDSAT for appropriate resolution of the dispute.

25. Indemnity and Limitation of Liability

- (I) The HITS Operator shall without any limitations as to time period or amounts keep and hold ZEEL and its Affiliates, officers, directors, employees and agents fully indemnified and harmless against all claims, suits, actions, proceedings, causes of action, damages, awards, liabilities, costs and/or expenses of any kind (including reasonable attorney's fees) arising out of any misrepresentation or fraud committed by the HITS Operator, or actual or threatened breach of any terms of this Agreement by the HITS Operator (including but not limited to breach of any representation and warranty provided by the HITS Operator to ZEEL).
- (II) It is expressly understood and agreed between the Parties that ZEEL shall have no liability or obligation whatsoever under this Agreement, towards the HITS Operator, the Subscribers or any other person or Governmental Authority, arising from and/or in respect of:
 - (a) any defect in any Equipment (including without limitation IRDs / Viewing Cards) attributable to or resulting from any unauthorized/improper use, tampering, negligence or failure to follow ZEEL's instruction, or any use of the Equipment with any apparatus or Equipment not authorized by ZEEL, in which event ZEEL shall not be under any obligation to provide HITS Operator with any other Equipment;
 - (b) any inaction or default on the part of the HITS Operator, its distributor or installer;
 - (c) any delay or failure in the performance of this Agreement caused by any reason or event beyond the control of ZEEL;
 - (d) deactivation, disconnection, interruption of the Zee Group Channels or termination of this Agreement by ZEEL in accordance with the terms of this Agreement for any reason whatsoever (including without limitation on account of non-payment of Subscription Fee by the HITS Operator or on account of any other breach of this Agreement by the HITS Operator); or

- (e) failure on the part of the HITS Operator to maintain the licenses and approvals required under applicable Law.
- (III) The HITS Operator undertakes that it shall be solely responsible for dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of HITS Operator. Nothing in this Agreement or the contract(s) executed between the Subscriber and the HITS Operator or the operator or sub-operator shall entitle the Subscriber to receive the Zee Group Channels from ZEEL or create any direct relationship between the Subscriber and ZEEL.
- (IV) ZEEL shall not be liable to the HITS Operator, any Subscriber or to any other Person, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement or the provision of the Channels or inability to provide the same whether or not due to suspension, interruption or termination of the Channels or for any inconvenience, disappointment due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise.
- (V) Without prejudice to the foregoing, the maximum aggregate liability of ZEEL for proven and awarded direct damages or losses that may arise out of or in connection with this Agreement shall not exceed the Subscription Fees under this Agreement paid by the HITS Operator to ZEEL in any given Financial Year.

26. Compliance with Laws

The HITS Operator, its sub-operators and their respective affiliates shall at all times ensure that their employee(s), directors(s), personnel adhere to all applicable laws, including but not limited to the anti-corruption and anti-bribery laws, provisions of the Prevention of Corruption Act, 1988, Prevention of Money Laundering Act, 2002. The HITS Operator, its sub-operators and their respective affiliates further agree that the HITS Operator, its sub-operators and their respective affiliates, as the case may be, and any person working on their behalf in connection with the services or this Agreement shall not make any payment or transfer anything of value, directly or indirectly to: any government official or employee (including employees of government-owned and government-controlled corporations and public international organizations); any political party, official of a political party, or candidate for public office; any intermediary, including, but not limited to, agents or family members of government officials, for payment to any government official; any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in connection with ZEEL's affairs; any person selling a competing product in order to eliminate or restrict competition, including, but not limited to, agreements to divide the market; or any other person or entity; if such payment or transfer would violate the applicable law of the country.

27. Confidentiality

- (I) Subject to Clause 27 (III) the parties agree to keep all information confidential including without limitation, data pertaining to the business of the other party, details of the other

party's affiliates, subscriber details, Subscription Fees, pricing, information regarding the strategy and volume of business of the other party strictly confidential at all times.

- (II) Any information provided by one Party to the other Party under this Agreement is to be held strictly in confidence by the other Party and shall not be used by the other Party for a purpose other than the purpose for which it is intended under this Agreement without written consent of the other.
- (III) Notwithstanding the provisions contained in Clause 27(I) and 27(II), either Party may disclose Confidential Information:
 - (a) if and to the extent necessary to be disclosed under the applicable Law or by any Governmental Authority to whose jurisdiction the Party is subject;
 - (b) in so far as it is required to be disclosed to Affiliates, the employees, directors or professional advisers of any Party, provided that any such disclosure is on a need-to-know basis and the disclosing Party shall procure that the persons to whom it is disclosed in terms of this provision treat such information as confidential;
 - (c) if and to the extent the Confidential Information has come into the public domain, otherwise than as a direct or indirect consequence of any breach of the terms and conditions of this Agreement and through no fault of that Party; or
 - (d) if and to the extent all the other Parties have given prior written consent to the disclosure of such Confidential Information.

28. Specific Performance

The parties agree that damages may not be an adequate remedy and the parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the parties may have at law or in equity, including without limitation a right for damages.

29. Guarantee

The HITS Operator shall procure that its affiliates, sub-operators and their affiliates who are operating in the area comply with the terms of this Agreement and perform their obligations hereunder. The HITS Operator guarantees the performance of the obligations of its affiliates, sub-operators and their affiliates under the terms of this Agreement. Any breach or default of this clause will make the HITS Operator liable for any such non-compliance and penal action thereto.

30. Agency

Neither the HITS Operator nor ZEEL shall be or hold itself out as the agent of the other under this Agreement except with the express written consent of the other. No sub-operators or subscribers shall be deemed to have any privity of contract or direct

contractual or other relationship with ZEEL by virtue of this Agreement or by ZEEL's delivery of the services to the HITS Operator.

31. Waiver

No waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties. No waiver by any party of any default with respect to any provision, condition or requirement hereof shall be deemed to be a waiver of any other provision, condition or requirement hereof. No delay or omission of any Party to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right on any other occasion.

32. Force Majeure

32.1 Failure on the part of the HITS Operator or ZEEL to perform any of its obligations, shall not entitle either party to raise any claim against the other or constitute a breach of this Agreement to the extent that such failure arises from an event of Force Majeure. If during Force Majeure the fulfilment by either Party of any obligation set forth in this Agreement is delayed, the period of such delay shall not be taken into account in computing periods prescribed by this Agreement. Force Majeure will include act of god, earthquake, tides, storm, flood, lightening, explosion, fire, sabotage, quarantine, epidemic, arson, civil disturbance, terrorist attack, war like situation, or enactment of any law or rules and regulation made by the authorities or revocation of registration of the Parties any circumstances beyond the reasonable control of the Parties herein that directly or indirectly hinders or prevents either of the Parties from commencing or proceeding with the consummation of the transactions contemplated hereby. The Party affected by such Force Majeure event shall promptly notify the other Party of the occurrence of such event. It is agreed between the parties that lack of funds shall not in any event constitute or be considered an event of Force Majeure. If the conditions of Force Majeure continue for a period exceeding one (1) month, the Parties shall meet to decide upon the future performance of this Agreement. If the Parties are unable to agree upon a plan for future performance, then this Agreement shall be terminated upon notice of either Party to the other, on expiry of one (1) month from the date of such notice.

32.2 Any accrued payment obligation of the HITS Operator prior to the commencement of Force Majeure shall survive the termination of this Agreement pursuant to such Force Majeure.

33. Assignment

The HITS Operator shall not have the right without the prior written consent of ZEEL, to assign, transfer, convey, delegate or sub-contract this Agreement or any of its rights

or obligations hereunder. ZEEL may assign or transfer its rights or obligations under the Agreement to any party without consent or approval of HITS Operator.

34. Notices

Every Notice provided for in this Agreement shall be in writing and shall be

- (I) First transmitted by Email or facsimile transmission, and then confirmed by Postage, Prepaid Registered Post with Acknowledgement Due or by Nationally Recognised Courier Service; or
- (II) Sent by Postage, Prepaid Registered Post with Acknowledgement Due or by Nationally Recognized Courier Service:

The above provisions shall mutatis mutandis apply to delivery of invoice or to any other communication under this Agreement

A. In the case of notices to ZEEL:

Ms. Aparna Choraria

Address: 19th Floor, A- Wing, Marathon Futurex,

N. M. Joshi Marg, Lower Parel, Mumbai 400 013

Email: aparna.choraria@zee.com

B. In the case of notices to the HITS Operator:

Mr. _____

Address:

Facsimile:

Attention:

Email:

35. Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by a competent legal forum, the remaining provisions of this Agreement shall continue in full force and effect.

36. Jurisdiction

This Agreement shall be governed by the laws of the Republic of India. All disputes or differences arising between the parties as to the effect, validity or interpretation of this Agreement or to their Rights, duties or liabilities arising out of this Agreement, etc, shall be subject to the exclusive jurisdiction of the Telecom Disputes Settlement and Appellate Tribunal (TDSAT).

37. Designated person for receiving the request for Interconnection and/or Expansion of Territory from the HITS Operator and their grievance redressal pertaining to this Agreement:

ZEEL has designated the following persons for receiving the request for interconnection and/or expansion of Territory from the HITS Operator and their grievance redressal pertaining to this Agreement:

Name of Designated Person	Telephone Number	Email Address	Designated to receive request from the HITS Operator in the State
Mr. Shiv Pancholi	022-71083318	shiv.pancholi@zee.com	PAN INDIA

38. Entire Understanding Between the Parties

This Interconnection Agreement read along with the **ANNEXURE I to ANNEXURE XII** hereof contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreements, writings, understandings or communications in this regard. The Parties agree that the terms contained herein are fair and reasonable. This Interconnection Agreement read along with the **ANNEXURE I to ANNEXURE XII** of this Agreement shall not be modified, amended or varied unless otherwise mutually agreed in writing in accordance with applicable Law.

39. Interpretation

In this Agreement, unless the context otherwise requires:

- (a) Any reference to the singular in the Agreement shall include a reference to the plural and vice versa and words importing one gender shall include all other genders;
- (b) The word “person” shall include individuals, corporations, partnerships, association of persons and any other entities;
- (c) Any references to articles, clauses, sub-clauses, appendices, annexures and schedules are references to Articles, clauses, sub-clauses, appendices, annexure and schedules to this Agreement;
- (d) References to a “month” are to a calendar month;
- (e) Headings and titles are for ease of reference only and shall not affect the interpretation of this Agreement and in no way be read to give a construction not harmonious with the interpretation of various clauses of this Agreement done otherwise independent of the title.
- (f) Any reference to law, regulation, statutory provision, order, guideline, policy, etc., includes references to such law or regulation or provision, order, guideline, policy, etc., as modified, codified, amended or re-enacted from time to time.

40. Special Overriding Condition

Notwithstanding anything to the contrary contained herein, this Agreement is without prejudice to broadcaster’s challenge / right to challenge / impugn certain provisions of

TRAI Regulations. ZEEL reserves the right to alter/modify/terminate this Agreement, subject to outcome of any present/future challenge to TRAI Regulations.

IN WITNESS, WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives.

For and on behalf of

[Name of the HITS Operator]

Name:

Designation:

Date:

Witnesses:-

Name:

For and on behalf of

**ZEE ENTERTAINMENT ENTERPRISES
LIMITED**

Name:

Designation:

Date:

Witnesses:-

Name:

ANNEXURE I

TERRITORY

(PART A)

Registered Area:

(PART B)

I. Authorised Area:

Sr. No.	*City / Area wherein the HITS Operator has been authorised to Operate on the date of signing of this Interconnection Agreement	State / Union Territory in which the Authorised Area is located	Head-end from which the signals of Zee Group Channels are distributed in such Authorized Area(S)

*Note: City shall mean the municipal limit of that particular city.

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II. Details of Conditional Access Systems (**CAS**) and Subscriber Management Systems (**SMS**) deployed by HITS Operator (Attach extra sheet if required and provide the complete details).

<u>Sr. No.</u>	<u>Details of SMS deployed</u>	<u>Details of CAS deployed</u>

*In the event the HITS Operator has deployed additional CAS and/or SMS, the certificate to be issued for each CAS and/or SMS deployed

III. Installation Address(es) of CAS and SMS (Attach extra sheet if required).

<u>Sr. No.</u>	<u>Installation Address(es) of SMS</u>	<u>Installation Address(es) of CAS</u>

The address to provide above shall specify the Village, City/Taluka, District, Pincode, State, Tel. No, details of contact person(s) and technical person(s) (including name, mobile number, Email address etc.)

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ANNEXURE II**LIST OF ZEE GROUP CHANNELS**

HITS OPERATOR is desirous of availing Zee Group Channels on A-la-Carte Basis (Yes / No): _____

I. List of Standard Definition (SD) Pay Zee Group Channels offered on A-la-Carte Basis with MRP of the Channel:

Sr. No.	Name of the Channel	Genre	Language	Maximum Retail Price (MRP) per subscriber per month of the Channel offered on A-la-Carte Basis (in Rs.) excluding all applicable taxes	A-la-Carte Channel Code	Channel Availed (Yes /No)
1	Zee TV	General Entertainment	Hindi	19.00	ZSD-ZEETV01	
2	&TV	General Entertainment	Hindi	12.00	ZSD-ANDTV01	
3	Zee Anmol	General Entertainment	Hindi	0.10	ZSD-ZANML02	
4	Big Magic	General Entertainment	Hindi	0.10	ZSD-ZMGIC02	
5	Zee Cinema	Movies	Hindi	15.00	ZSD-ZCNMA02	
6	&pictures	Movies	Hindi	6.00	ZSD-ANDPC02	
7	Zee Bollywood	Movies	Hindi	2.00	ZSD-ZBOLL01	
8	Zee Action	Movies	Hindi	1.00	ZSD-ZACTN01	
9	Zee Anmol Cinema	Movies	Hindi	0.10	ZSD-ZANCM02	
10	Zee News	News and Current Affairs	Hindi	0.10	ZSD-ZNEWS02	
11	Zee Hindustan	News and Current Affairs	Hindi, English, All Indian Regional Languages	0.10	ZSD-ZHIND02	
12	Zee Business	News and Current Affairs	Hindi	0.10	ZSD-ZBUSN02	

13	Zee Zest	Infotainment	Hindi/English	1.00	ZSD-ZZEST01	
14	Zing	Music	Hindi	0.10	ZSD-ZZING02	
15	Zee Salaam	News and Current Affairs	Urdu	0.10	ZSD-ZSALM02	
16	Zee Café	General Entertainment	English	15.00	ZSD-ZCAFE01	
17	&flix	Movies	English	15.00	ZSD-&FLIX01	
18	WION	News and Current Affairs	English, Hindi, All Indian Regional Languages	1.00	ZSD-ZWION01	
19	Zee Marathi	General Entertainment	Marathi	19.00	ZSD-ZMRTH01	
20	Zee Talkies	Movies	Marathi	5.00	ZSD-ZTALK04	
21	Zee Yuva	General Entertainment	Marathi	2.00	ZSD-ZYUVA04	
22	Zee 24 Taas	News and Current Affairs	Marathi	0.10	ZSD-ZTAAS02	
23	Zee Bangla	General Entertainment	Bangla	19.00	ZSD-ZBNGLO1	
24	Zee Bangla Cinema	Movies	Bangla	4.00	ZSD-ZBGCM04	
25	Zee 24 Ghanta	News and Current Affairs	Bangla	0.10	ZSD-24GTA02	
26	Zee Odisha	News and Current Affairs	Odia	0.10	ZSD-ZKLNG02	
27	Zee Sarthak	General Entertainment	Odia	19.00	ZSD-ZSRTH01	
28	Zee Tamil	General Entertainment	Tamil	12.00	ZSD-ZTAML01	
29	Zee Telugu	General Entertainment	Telugu	19.00	ZSD-ZTELG01	
30	Zee Cinemalu	Movies	Telugu	10.00	ZSD-ZCNML01	
31	Zee Kannada	General Entertainment	Kannada	19.00	ZSD-ZKAND01	
32	Zee Ganga	General Entertainment	Bhojpuri	0.50	ZSD-ZGNGA02	

33	Zee Biskope	Movies	Bhojpuri	0.10	ZSD-GNGAB01	
34	Zee Bihar Jharkhand	News and Current Affairs	Hindi	0.10	ZSD-ZBHJH02	
35	Zee Punjab Haryana Himachal	News and Current Affairs	Hindi	0.10	ZSD-ZPNHH02	
36	Zee Madhya Pradesh Chattisgarh	News and Current Affairs	Hindi	0.10	ZSD-ZMPCG02	
37	Zee Rajasthan News	News and Current Affairs	Hindi	0.10	ZSD-ZRAJN02	
38	Zee Uttar Pradesh Uttarakhand	News and Current Affairs	Hindi	0.10	ZSD-ZUPUK02	
39	Zee 24 Kalak	News and Current Affairs	Gujarati	0.10	ZSD-ZKALK02	
40	Zee Keralam	General Entertainment	Malayalam	0.10	ZSD-ZKRLM01	
41	Zee Classic	Movies	Hindi	0.50	ZSD-ZCLAS01	
42	Zee Punjabi	General Entertainment	Punjabi	3.00	ZSD-PUNBB02	
43	Zee Thirai	Movies	Tamil	5.00	ZSD-THRAI02	
44	Zee Picchar	Movies	Kannada	3.00	ZSD-PCHAR01	

II. List of High Definition (HD) Pay Zee Group Channels offered on A-la-Carte Basis with MRP of the Channel:

Sr. No.	Name of the Channel	Genre	Language	Maximum Retail Price (MRP) per subscriber per month of the Channel offered on A-la-Carte Basis (in Rs.) excluding all applicable taxes	A-la-Carte Channel Code	Channel Availed (Yes /No)
1	Zee TV HD	General Entertainment	Hindi	19.00	ZHD-ZEETV01	
2	&TV HD	General Entertainment	Hindi	19.00	ZHD-ANDTV01	
3	Zee Cinema HD	Movies	Hindi	19.00	ZHD-ZCNMA01	
4	&pictures HD	Movies	Hindi	19.00	ZHD-ANDPC01	
5	Zee Zest HD	Infotainment	Hindi/English	10.00	ZHD-ZZEST01	

6	Zee Café HD	General Entertainment	English	19.00	ZHD-ZCAFE01	
7	&flix HD	Movies	English	19.00	ZHD-&FLIX01	
8	&prive HD	Movies	English	19.00	ZHD-&PRIV01	
9	Zee Marathi HD	General Entertainment	Marathi	19.00	ZHD-ZMRTH01	
10	Zee Talkies HD	Movies	Marathi	19.00	ZHD-ZTALK01	
11	Zee Bangla HD	General Entertainment	Bangla	19.00	ZHD-ZBNGL01	
12	Zee Tamil HD	General Entertainment	Tamil	19.00	ZHD-ZTAML01	
13	Zee Telugu HD	General Entertainment	Telugu	19.00	ZHD-ZTELG01	
14	Zee Cinemalu HD	Movies	Telugu	16.00	ZHD-ZCNML01	
15	Zee Kannada HD	General Entertainment	Kannada	19.00	ZHD-ZKAND01	
16	Zee Keralam HD	General Entertainment	Malayalam	8.00	ZHD-ZKRLM01	
17	&Xplor HD	Movies	Hindi	4.00	ZHD-&XPLR01	
18	LF HD	Infotainment	Hindi/English	10.00	ZHD-LFOOD01	
19	Zee Thirai HD	Movies	Tamil	12.00	ZHD-THRAI01	
20	Zee Picchar HD	Movies	Kannada	12.00	ZHD-PCHAR01	

III. List of FTA Zee Group Channels offered on A-la-Carte Basis:

Sr. No.	Name of the Channel	Genre	Language	A-la-Carte Channel Code	Channel Availed (Yes /No)
1	Ezmall.com	Miscellaneous	Hindi	ZSD-EZMAL02	
2	Zee Chitramandir	Movies	Marathi	ZSD-ZCHTR01	

Total Count of Zee Group Channels Availed by HITS OPERATOR on A-la-Carte Basis:

- * **Note:**
1. The MRP mentioned for the a-la-carte Pay Zee Group channel(s) are per “subscriber” per month.
 2. “Subscriber” for the purpose of calculation of Subscription Fee shall mean for any calendar month, each Set Top Box (“STB”), which is availing Zee Group Channels.

3. MRP of Pay Zee Group Channels offered on A-La-Carte basis mentioned herein above are excluding taxes and levies imposed by local and / or the Central Government including but not limited to GST, etc. (as applicable).

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ANNEXURE III**BOUQUET OF PAY ZEE GROUP CHANNELS ALONG WITH MRP**HITS OPERATOR is desirous of availing Bouquet(s) of Pay Zee Group Channels (Yes / No):
_____**List of Bouquet(s) of Pay Zee Group Channels with MRP of the Bouquet**

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Hindi SD
Zee Bouquet Code	ZSDB1HNDI009
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	43
Sr. No.	Name of the Channel
1	Zee TV
2	&TV
3	Zee Anmol
4	Big Magic
5	Zee Cinema
6	&pictures
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest
14	Zing
15	Zee Salaam
16	Zee Ganga
17	Zee Biskope
18	Zee Bihar Jharkhand
19	Zee Punjab Haryana Himachal
20	Zee Madhya Pradesh Chattisgarh
21	Zee Rajasthan News
22	Zee Uttar Pradesh Uttarakhand
23	Zee 24 Kalak
24	Zee Classic
25	Zee Punjabi

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-In-One Pack Hindi SD
Zee Bouquet Code	ZSDB2HNDI008
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	59
Sr. No.	Name of the Channel
1	Zee TV
2	&TV
3	Zee Anmol
4	Big Magic
5	Zee Cinema
6	&pictures
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest
14	Zing
15	Zee Salaam
16	Zee Café
17	&flix
18	WION
19	Zee Ganga
20	Zee Biskope
21	Zee Bihar Jharkhand
22	Zee Punjab Haryana Himachal
23	Zee Madhya Pradesh Chattisgarh
24	Zee Rajasthan News
25	Zee Uttar Pradesh Uttarakhand
26	Zee 24 Kalak
27	Zee Classic
28	Zee Punjabi

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack English SD
Zee Bouquet Code	ZSDB0ENGL002
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	15
Sr. No.	Name of the Channel
1	Zee Zest
2	Zee Café
3	&flix
4	WION

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Marathi SD
Zee Bouquet Code	ZSDB1MRTH008
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	45
Sr. No.	Name of the Channel
1	Zee TV
2	&TV
3	Zee Anmol
4	Big Magic
5	Zee Cinema
6	&pictures
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest
14	Zing
15	Zee Salaam
16	Zee Marathi
17	Zee Talkies
18	Zee Yuva
19	Zee 24 Taas
20	Zee Classic

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-In-One Pack Marathi SD
Zee Bouquet Code	ZSDB2MRTH007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	59
Sr. No.	Name of the Channel
1	Zee TV
2	&TV
3	Zee Anmol
4	Big Magic
5	Zee Cinema
6	&pictures
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest
14	Zing
15	Zee Salaam
16	Zee Café
17	&flix
18	WION
19	Zee Marathi
20	Zee Talkies
21	Zee Yuva
22	Zee 24 Taas
23	Zee Classic

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Bangla SD
Zee Bouquet Code	ZSDB1BNGL008
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	43
Sr. No.	Name of the Channel
1	Zee TV
2	&TV
3	Zee Anmol
4	Big Magic
5	Zee Cinema
6	&pictures
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest
14	Zing
15	Zee Salaam
16	Zee Bangla
17	Zee Bangla Cinema
18	Zee 24 Ghanta
19	Zee Classic

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-In-One Pack Bangla SD
Zee Bouquet Code	ZSDB2BNGL007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	59
Sr. No.	Name of the Channel
1	Zee TV
2	&TV
3	Zee Anmol
4	Big Magic
5	Zee Cinema
6	&pictures
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest
14	Zing
15	Zee Salaam
16	Zee Café
17	&flix
18	WION
19	Zee Bangla
20	Zee Bangla Cinema
21	Zee 24 Ghanta
22	Zee Classic

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Odia SD
Zee Bouquet Code	ZSDB1ODIA007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	43
Sr. No.	Name of the Channel
1	Zee TV
2	&TV
3	Zee Anmol
4	Big Magic
5	Zee Cinema
6	&pictures
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest
14	Zing
15	Zee Salaam
16	Zee Odisha
17	Zee Sarthak
18	Zee Classic

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-in-One Pack Odia SD
Zee Bouquet Code	ZSDB2ODIA007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	59
Sr. No.	Name of the Channel
1	Zee TV
2	&TV
3	Zee Anmol
4	Big Magic
5	Zee Cinema
6	&pictures
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest
14	Zing
15	Zee Salaam
16	Zee Café
17	&flix
18	WION
19	Zee Odisha
20	Zee Sarthak
21	Zee Classic

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Tamil SD
Zee Bouquet Code	ZSDB0TAML009
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	10
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Tamil
7	Zee Keralam
8	Zee Salaam

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Movie Pack Tamil SD
Zee Bouquet Code	ZSDB0TAML010
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	12
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Tamil
7	Zee Keralam
8	Zee Salaam
9	Zee Thirai

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (A) Pack Tamil SD
Zee Bouquet Code	ZSDB1TAML011
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	22
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Tamil
7	Zee Keralam
8	Zee Salaam
9	Zee Thirai
10	Zee Café
11	&flix

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (B) Pack Tamil SD
Zee Bouquet Code	ZSDB1TAML012
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	22
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Tamil
7	Zee Keralam
8	Zee Salaam
9	Zee Thirai
10	Zee TV

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (C) Pack Tamil SD
Zee Bouquet Code	ZSDB1TAML013
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	22
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Tamil
7	Zee Keralam
8	Zee Salaam
9	Zee Thirai
10	Zee Cinema

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-In-One Pack Tamil SD
Zee Bouquet Code	ZSDB2TAML007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	66
Sr. No.	Name of the Channel
1	Zee TV
2	&TV
3	Zee Anmol
4	Big Magic
5	Zee Cinema
6	&pictures
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest

14	Zing
15	Zee Salaam
16	Zee Café
17	&flix
18	WION
19	Zee Tamil
20	Zee Keralam
21	Zee Classic
22	Zee Thirai

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Telugu SD
Zee Bouquet Code	ZSDB0TLGU006
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	22
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Telugu
7	Zee Cinemalu
8	Zee Keralam
9	Zee Salaam

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (A) Pack Telugu SD
Zee Bouquet Code	ZSDB1TLGU010
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	28
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION

6	Zee Telugu
7	Zee Cinemalu
8	Zee Keralam
9	Zee Salaam
10	Zee Café
11	&flix

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (B) Pack Telugu SD
Zee Bouquet Code	ZSDB1TLGU011
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	28
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Telugu
7	Zee Cinemalu
8	Zee Keralam
9	Zee Salaam
10	Zee TV

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (C) Pack Telugu SD
Zee Bouquet Code	ZSDB1TLGU012
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	28
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Telugu
7	Zee Cinemalu
8	Zee Keralam

9	Zee Salaam
10	Zee Cinema

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-in-One Pack Telugu SD
Zee Bouquet Code	ZSDB2TLGU006
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	66
Sr. No.	Name of the Channel
1	Zee TV
2	&TV
3	Zee Anmol
4	Big Magic
5	Zee Cinema
6	&pictures
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest
14	Zing
15	Zee Salaam
16	Zee Café
17	&flix
18	WION
19	Zee Telugu
20	Zee Cinemalu
21	Zee Keralam
22	Zee Classic

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Kannada SD
Zee Bouquet Code	ZSDB0KNDA007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	19
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Kannada
7	Zee Keralam
8	Zee Salaam
9	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (A) Pack Kannada SD
Zee Bouquet Code	ZSDB1KNDA013
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	26
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Kannada
7	Zee Keralam
8	Zee Salaam
9	Zee Café
10	&flix
11	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (B) Pack Kannada SD
Zee Bouquet Code	ZSDB1KNDA014
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	26
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Kannada
7	Zee Keralam
8	Zee Salaam
9	Zee TV
10	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (C) Pack Kannada SD
Zee Bouquet Code	ZSDB1KNDA015
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	26
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Kannada
7	Zee Keralam
8	Zee Salaam
9	Zee Cinema
10	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-in-One Pack Kannada SD
Zee Bouquet Code	ZSDB2KNDA007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	66
Sr. No.	Name of the Channel
1	Zee TV
2	&TV
3	Zee Anmol
4	Big Magic
5	Zee Cinema
6	&pictures
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest
14	Zing
15	Zee Salaam
16	Zee Café
17	&flix
18	WION
19	Zee Kannada
20	Zee Keralam
21	Zee Classic
22	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Tamil-Telugu SD
Zee Bouquet Code	ZSDB0TMTL006
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	28
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Telugu
7	Zee Cinemalu
8	Zee Tamil
9	Zee Keralam
10	Zee Salaam
11	Zee Thirai

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (A) Pack Tamil-Telugu SD
Zee Bouquet Code	ZSDB1TMTL010
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	40
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Telugu
7	Zee Cinemalu
8	Zee Tamil
9	Zee Keralam
10	Zee Salaam
11	Zee Thirai
12	Zee Café

13	&flix
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Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (B) Pack Tamil-Telugu SD
Zee Bouquet Code	ZSDB1TMTL011
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	40
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Telugu
7	Zee Cinemalu
8	Zee Tamil
9	Zee Keralam
10	Zee Salaam
11	Zee Thirai
12	Zee TV

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (C) Pack Tamil-Telugu SD
Zee Bouquet Code	ZSDB1TMTL012
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	40
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Telugu
7	Zee Cinemalu
8	Zee Tamil
9	Zee Keralam
10	Zee Salaam

11	Zee Thirai
12	Zee Cinema

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-In-One Pack Tamil-Telugu SD
Zee Bouquet Code	ZSDB2TMTL007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	76
Sr. No.	Name of the Channel
1	Zee TV
2	&TV
3	Zee Anmol
4	Big Magic
5	Zee Cinema
6	&pictures
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest
14	Zing
15	Zee Salaam
16	Zee Café
17	&flix
18	WION
19	Zee Telugu
20	Zee Cinemalu
21	Zee Tamil
22	Zee Keralam
23	Zee Classic
24	Zee Thirai

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Tamil-Kannada SD
Zee Bouquet Code	ZSDB0TMKN007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	28
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Kannada
7	Zee Tamil
8	Zee Keralam
9	Zee Salaam
10	Zee Thirai
11	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (A) Pack Tamil-Kannada SD
Zee Bouquet Code	ZSDB1TMKN013
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	40
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Kannada
7	Zee Tamil
8	Zee Keralam
9	Zee Salaam
10	Zee Thirai
11	Zee Café
12	&flix
13	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (B) Pack Tamil-Kannada SD
Zee Bouquet Code	ZSDB1TMKN014
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	40
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Kannada
7	Zee Tamil
8	Zee Keralam
9	Zee Salaam
10	Zee Thirai
11	Zee TV
12	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (C) Pack Tamil-Kannada SD
Zee Bouquet Code	ZSDB1TMKN015
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	40
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Kannada
7	Zee Tamil
8	Zee Keralam
9	Zee Salaam
10	Zee Thirai
11	Zee Cinema
12	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-In-One Pack Tamil-Kannada SD
Zee Bouquet Code	ZSDB2TMKN008
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	76
Sr. No.	Name of the Channel
1	Zee TV
2	&TV
3	Zee Anmol
4	Big Magic
5	Zee Cinema
6	&pictures
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest
14	Zing
15	Zee Salaam
16	Zee Café
17	&flix
18	WION
19	Zee Kannada
20	Zee Tamil
21	Zee Keralam
22	Zee Classic
23	Zee Thirai
24	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Telugu-Kannada SD
Zee Bouquet Code	ZSDB0TLKN006
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	30
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Kannada
7	Zee Telugu
8	Zee Cinemalu
9	Zee Keralam
10	Zee Salaam
11	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (A) Pack Telugu-Kannada SD
Zee Bouquet Code	ZSDB1TLKN012
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	40
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Kannada
7	Zee Telugu
8	Zee Cinemalu
9	Zee Keralam
10	Zee Salaam
11	Zee Café
12	&flix
13	Zee Picchar

ZEEL RIO

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (B) Pack Telugu-Kannada SD
Zee Bouquet Code	ZSDB1TLKN013
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	40
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Kannada
7	Zee Telugu
8	Zee Cinemalu
9	Zee Keralam
10	Zee Salaam
11	Zee TV
12	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (C) Pack Telugu-Kannada SD
Zee Bouquet Code	ZSDB1TLKN014
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	40
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Kannada
7	Zee Telugu
8	Zee Cinemalu
9	Zee Keralam
10	Zee Salaam
11	Zee Cinema
12	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-In-One Pack Telugu-Kannada SD
Zee Bouquet Code	ZSDB2TLKN007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	76
Sr. No.	Name of the Channel
1	Zee TV
2	&TV
3	Zee Anmol
4	Big Magic
5	Zee Cinema
6	&pictures
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest
14	Zing
15	Zee Salaam
16	Zee Café
17	&flix
18	WION
19	Zee Kannada
20	Zee Telugu
21	Zee Cinemalu
22	Zee Keralam
23	Zee Classic
24	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack All South SD
Zee Bouquet Code	ZSDB0SUTH007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	36
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Kannada
7	Zee Telugu
8	Zee Cinemalu
9	Zee Tamil
10	Zee Keralam
11	Zee Salaam
12	Zee Thirai
13	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (A) Pack All South SD
Zee Bouquet Code	ZSDB1SUTH013
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	40
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Kannada
7	Zee Telugu
8	Zee Cinemalu
9	Zee Tamil
10	Zee Keralam
11	Zee Salaam
12	Zee Thirai
13	Zee Café
14	&flix
15	Zee Picchar

Zee Bouquet Name	Zee Family (B) Pack All South SD
Zee Bouquet Code	ZSDB1SUTH014
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	40
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Kannada
7	Zee Telugu
8	Zee Cinemalu
9	Zee Tamil
10	Zee Keralam
11	Zee Salaam
12	Zee Thirai
13	Zee TV
14	Zee Picchar

Bouquet Aailed (Yes/No)	
Zee Bouquet Name	Zee Family (C) Pack All South SD
Zee Bouquet Code	ZSDB1SUTH015
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	40
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest
5	WION
6	Zee Kannada
7	Zee Telugu
8	Zee Cinemalu
9	Zee Tamil
10	Zee Keralam
11	Zee Salaam
12	Zee Thirai
13	Zee Cinema
14	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-In-One Pack All South SD
Zee Bouquet Code	ZSDB2SUTH008
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	85
Sr. No.	Name of the Channel
1	Zee TV
2	&TV
3	Zee Anmol
4	Big Magic
5	Zee Cinema
6	&pictures
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest
14	Zing
15	Zee Salaam
16	Zee Café
17	&flix
18	WION
19	Zee Kannada
20	Zee Telugu
21	Zee Cinemalu
22	Zee Tamil
23	Zee Keralam
24	Zee Classic
25	Zee Thirai
26	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Odia-Telugu SD
Zee Bouquet Code	ZSDB0ODTL002
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	25
Sr. No.	Name of the Channel
1	Zee Anmol
2	Big Magic
3	Zee Action
4	Zee Anmol Cinema
5	Zee News
6	Zee Hindustan
7	Zee Business
8	Zing
9	Zee Odisha
10	Zee Sarthak
11	Zee Telugu
12	Zee Cinemalu

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Odia-Telugu SD
Zee Bouquet Code	ZSDB1ODTL007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	59
Sr. No.	Name of the Channel
1	Zee TV
2	&TV
3	Zee Anmol
4	Big Magic
5	Zee Cinema
6	&pictures
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business

13	Zee Zest
14	Zing
15	Zee Salaam
16	WION
17	Zee Odisha
18	Zee Sarthak
19	Zee Telugu
20	Zee Cinemalu
21	Zee Classic

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-In-One Pack Odia-Telugu SD
Zee Bouquet Code	ZSDB2ODTL007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	79
Sr. No.	Name of the Channel
1	Zee TV
2	&TV
3	Zee Anmol
4	Big Magic
5	Zee Cinema
6	&pictures
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest
14	Zing
15	Zee Salaam
16	Zee Café
17	&flix
18	WION
19	Zee Odisha
20	Zee Sarthak
21	Zee Telugu
22	Zee Cinemalu
23	Zee Classic

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Odia-Bangla SD
Zee Bouquet Code	ZSDB00DBN002
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	25
Sr. No.	Name of the Channel
1	Zee Anmol
2	Big Magic
3	Zee Action
4	Zee Anmol Cinema
5	Zee News
6	Zee Hindustan
7	Zee Business
8	Zing
9	Zee Bangla
10	Zee Bangla Cinema
11	24 Ghanta
12	Zee Odisha
13	Zee Sarthak

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Marathi-Kannada SD
Zee Bouquet Code	ZSDB1MHKA007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	59
Sr. No.	Name of the Channel
1	Zee TV
2	&TV
3	Zee Anmol
4	Big Magic
5	Zee Cinema
6	&pictures
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest
14	Zing
15	Zee Salaam
16	WION
17	Zee Marathi
18	Zee Talkies
19	Zee Yuva
20	Zee 24 Taas
21	Zee Kannada
22	Zee Classic
23	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-In-One Pack Marathi-Kannada SD
Zee Bouquet Code	ZSDB2MHKA007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	79
Sr. No.	Name of the Channel
1	Zee TV
2	&TV
3	Zee Anmol
4	Big Magic
5	Zee Cinema
6	&pictures
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest
14	Zing
15	Zee Salaam
16	Zee Café
17	&flix
18	WION
19	Zee Marathi
20	Zee Talkies
21	Zee Yuva
22	Zee 24 Taas
23	Zee Kannada
24	Zee Classic
25	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Hindi HD
Zee Bouquet Code	ZHDB1HNDI010
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	65
Sr. No.	Name of the Channel
1	Zee TV HD
2	&TV HD
3	Zee Anmol
4	Big Magic
5	Zee Cinema HD
6	&pictures HD
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest HD
14	Zing
15	Zee Salaam
16	Zee Ganga
17	Zee Biskope
18	Zee Bihar Jharkhand
19	Zee Punjab Haryana Himachal
20	Zee Madhya Pradesh Chattisgarh
21	Zee Rajasthan News
22	Zee Uttar Pradesh Uttarakhand
23	Zee 24 Kalak
24	Zee Classic
25	&Xplor HD
26	Zee Punjabi

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-In-One Pack Hindi HD
Zee Bouquet Code	ZHDB2HNDI009
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	85
Sr. No.	Name of the Channel
1	Zee TV HD
2	&TV HD
3	Zee Anmol
4	Big Magic
5	Zee Cinema HD
6	&pictures HD
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest HD
14	Zing
15	Zee Salaam
16	Zee Café HD
17	&flix HD
18	WION
19	&privé HD
20	Zee Ganga
21	Zee Biskope
22	Zee Bihar Jharkhand
23	Zee Punjab Haryana Himachal
24	Zee Madhya Pradesh Chattisgarh
25	Zee Rajasthan News
26	Zee Uttar Pradesh Uttarakhand
27	Zee 24 Kalak
28	Zee Classic
29	&Xplor HD
30	Zee Punjabi

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack English HD
Zee Bouquet Code	ZHDB0ENGL002
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	27
Sr. No.	Name of the Channel
1	Zee Zest HD
2	Zee Café HD
3	&flix HD
4	&prive HD
5	WION

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Marathi HD
Zee Bouquet Code	ZHDB1MRTH008
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	88
Sr. No.	Name of the Channel
1	Zee TV HD
2	&TV HD
3	Zee Anmol
4	Big Magic
5	Zee Cinema HD
6	&pictures HD
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest HD
14	Zing
15	Zee Salaam
16	Zee Marathi HD
17	Zee Talkies HD
18	Zee Yuva
19	Zee 24 Taas
20	Zee Classic

21	&Xplor HD
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Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-In-One Pack Marathi HD
Zee Bouquet Code	ZHDB2MRTH007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	110
Sr. No.	Name of the Channel
1	Zee TV HD
2	&TV HD
3	Zee Anmol
4	Big Magic
5	Zee Cinema HD
6	&pictures HD
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest HD
14	Zing
15	Zee Salaam
16	Zee Café HD
17	&flix HD
18	&privé HD
19	WION
20	Zee Marathi HD
21	Zee Talkies HD
22	Zee Yuva
23	Zee 24 Taas
24	Zee Classic
25	&Xplor HD

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Bangla HD
Zee Bouquet Code	ZHDB1BNGL008
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	75
Sr. No.	Name of the Channel
1	Zee TV HD
2	&TV HD
3	Zee Anmol
4	Big Magic
5	Zee Cinema HD
6	&pictures HD
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest HD
14	Zing
15	Zee Salaam
16	Zee Bangla HD
17	Zee Bangla Cinema
18	Zee 24 Ghanta
19	Zee Classic
20	&Xplor HD

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-In-One Pack Bangla HD
Zee Bouquet Code	ZHDB2BNGL007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	100
Sr. No.	Name of the Channel
1	Zee TV HD
2	&TV HD
3	Zee Anmol
4	Big Magic
5	Zee Cinema HD
6	&pictures HD
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest HD
14	Zing
15	Zee Salaam
16	Zee Café HD
17	&flix HD
18	&privé HD
19	WION
20	Zee Bangla HD
21	Zee Bangla Cinema
22	Zee 24 Ghanta
23	Zee Classic
24	&Xplor HD

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Odia HD
Zee Bouquet Code	ZHDB1ODIA007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	65
Sr. No.	Name of the Channel
1	Zee TV HD
2	&TV HD
3	Zee Anmol
4	Big Magic
5	Zee Cinema HD
6	&pictures HD
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest HD
14	Zing
15	Zee Salaam
16	Zee Odisha
17	Zee Sarthak
18	Zee Classic
19	&Xplor HD

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-In-One Pack Odia HD
Zee Bouquet Code	ZHDB2ODIA007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	90
Sr. No.	Name of the Channel
1	Zee TV HD
2	&TV HD
3	Zee Anmol
4	Big Magic
5	Zee Cinema HD
6	&pictures HD
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest HD
14	Zing
15	Zee Salaam
16	Zee Café HD
17	&flix HD
18	&privé HD
19	WION
20	Zee Odisha
21	Zee Sarthak
22	Zee Classic
23	&Xplor HD

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Tamil HD
Zee Bouquet Code	ZHDB0TAML009
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	27
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Tamil HD
7	Zee Keralam HD
8	Zee Salaam

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Movie Pack Tamil HD
Zee Bouquet Code	ZHDB0TAML010
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	30
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Tamil HD
7	Zee Keralam HD
8	Zee Salaam
9	Zee Thirai

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (A) Pack Tamil HD
Zee Bouquet Code	ZHDB1TAML011
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	37
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Tamil HD
7	Zee Keralam HD
8	Zee Salaam
9	Zee Thirai
10	Zee Café HD
11	&flix HD
12	&privé HD

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (B) Pack Tamil HD
Zee Bouquet Code	ZHDB1TAML012
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	37
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Tamil HD
7	Zee Keralam HD
8	Zee Salaam
9	Zee Thirai
10	Zee TV HD

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (C) Pack Tamil HD
Zee Bouquet Code	ZHDB1TAML013
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	37
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Tamil HD
7	Zee Keralam HD
8	Zee Salaam
9	Zee Thirai
10	Zee Cinema HD

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-in-One Pack Tamil HD
Zee Bouquet Code	ZHDB2TAML008
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	100
Sr. No.	Name of the Channel
1	Zee TV HD
2	&TV HD
3	Zee Anmol
4	Big Magic
5	Zee Cinema HD
6	&pictures HD
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest HD
14	Zing
15	Zee Salaam
16	Zee Café HD
17	&flix HD
18	&privé HD
19	WION
20	Zee Tamil HD
21	Zee Keralam HD
22	Zee Classic
23	&Xplor HD
24	Zee Thirai

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Telugu HD
Zee Bouquet Code	ZHDB0TLGU005
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	37
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Telugu HD
7	Zee Cinemalu HD
8	Zee Keralam HD
9	Zee Salaam

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (A) Pack Telugu HD
Zee Bouquet Code	ZHDB1TLGU010
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	48
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Telugu HD
7	Zee Cinemalu HD
8	Zee Keralam HD
9	Zee Salaam
10	Zee Café HD
11	&flix HD
12	&privé HD

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (B) Pack Telugu HD
Zee Bouquet Code	ZHDB1TLGU011
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	48
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Telugu HD
7	Zee Cinemalu HD
8	Zee Keralam HD
9	Zee Salaam
10	Zee TV HD

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (C) Pack Telugu HD
Zee Bouquet Code	ZHDB1TLGU012
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	48
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Telugu HD
7	Zee Cinemalu HD
8	Zee Keralam HD
9	Zee Salaam
10	Zee Cinema HD

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-In-One Pack Telugu HD
Zee Bouquet Code	ZHDB2TLGU007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	105
Sr. No.	Name of the Channel
1	Zee TV HD
2	&TV HD
3	Zee Anmol
4	Big Magic
5	Zee Cinema HD
6	&pictures HD
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest HD
14	Zing
15	Zee Salaam
16	Zee Café HD
17	&flix HD
18	&privé HD
19	WION
20	Zee Telugu HD
21	Zee Cinemalu HD
22	Zee Keralam HD
23	Zee Classic
24	&Xplor HD

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Kannada HD
Zee Bouquet Code	ZHDB0KNDA006
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	27
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Kannada HD
7	Zee Keralam HD
8	Zee Salaam
9	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (A) Pack Kannada HD
Zee Bouquet Code	ZHDB1KNDA013
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	37
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Kannada HD
7	Zee Keralam HD
8	Zee Salaam
9	Zee Café HD
10	&flix HD
11	&privé HD
12	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (B) Pack Kannada HD
Zee Bouquet Code	ZHDB1KNDA014
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	37
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Kannada HD
7	Zee Keralam HD
8	Zee Salaam
9	Zee TV HD
10	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (C) Pack Kannada HD
Zee Bouquet Code	ZHDB1KNDA015
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	37
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Kannada HD
7	Zee Keralam HD
8	Zee Salaam
9	Zee Cinema HD
10	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-In-One Pack Kannada HD
Zee Bouquet Code	ZHDB2KNDA008
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	105
Sr. No.	Name of the Channel
1	Zee TV HD
2	&TV HD
3	Zee Anmol
4	Big Magic
5	Zee Cinema HD
6	&pictures HD
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest HD
14	Zing
15	Zee Salaam
16	Zee Café HD
17	&flix HD
18	&privé HD
19	WION
20	Zee Kannada HD
21	Zee Keralam HD
22	Zee Classic
23	&Xplor HD
24	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Tamil-Telugu HD
Zee Bouquet Code	ZHDB0TMTL006
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	42
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Telugu HD
7	Zee Cinemalu HD
8	Zee Tamil HD
9	Zee Keralam HD
10	Zee Salaam
11	Zee Thirai

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (A) Pack Tamil-Telugu HD
Zee Bouquet Code	ZHDB1TMTL011
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	53
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Telugu HD
7	Zee Cinemalu HD
8	Zee Tamil HD
9	Zee Keralam HD
10	Zee Salaam
11	Zee Thirai
12	Zee Café HD
13	&flix HD
14	&privé HD

Zee Bouquet Name	Zee Family (B) Pack Tamil-Telugu HD
Zee Bouquet Code	ZHDB1TMTL012
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	53
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Telugu HD
7	Zee Cinemalu HD
8	Zee Tamil HD
9	Zee Keralam HD
10	Zee Salaam
11	Zee Thirai
12	Zee TV HD

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (C) Pack Tamil-Telugu HD
Zee Bouquet Code	ZHDB1TMTL013
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	53
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Telugu HD
7	Zee Cinemalu HD
8	Zee Tamil HD
9	Zee Keralam HD
10	Zee Salaam
11	Zee Thirai
12	Zee Cinema HD

Zee Bouquet Name	Zee All-in-One Pack Tamil-Telugu HD
Zee Bouquet Code	ZHDB2TMTL008
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	116
Sr. No.	Name of the Channel
1	Zee TV HD
2	&TV HD
3	Zee Anmol
4	Big Magic
5	Zee Cinema HD
6	&pictures HD
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest HD
14	Zing
15	Zee Salaam
16	Zee Café HD
17	&flix HD
18	&prive HD
19	WION
20	Zee Telugu HD
21	Zee Cinemalu HD
22	Zee Tamil HD
23	Zee Keralam HD
24	Zee Classic
25	&Xplor HD
26	Zee Thirai

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Tamil-Kannada HD
Zee Bouquet Code	ZHDB0TMKN007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	42
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Kannada HD
7	Zee Tamil HD
8	Zee Keralam HD
9	Zee Salaam
10	Zee Thirai
11	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (A) Pack Tamil-Kannada HD
Zee Bouquet Code	ZHDB1TMKN014
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	53
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Kannada HD
7	Zee Tamil HD
8	Zee Keralam HD
9	Zee Salaam
10	Zee Thirai
11	Zee Café HD
12	&flix HD
13	&privé HD
14	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (B) Pack Tamil-Kannada HD
Zee Bouquet Code	ZHDB1TMKN015
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	53
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Kannada HD
7	Zee Tamil HD
8	Zee Keralam HD
9	Zee Salaam
10	Zee Thirai
11	Zee TV HD
12	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (C) Pack Tamil-Kannada HD
Zee Bouquet Code	ZHDB1TMKN016
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	53
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Kannada HD
7	Zee Tamil HD
8	Zee Keralam HD
9	Zee Salaam
10	Zee Thirai
11	Zee Cinema HD

12	Zee Picchar
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Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-in-One Pack Tamil-Kannada HD
Zee Bouquet Code	ZHDB2TMKN009
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	116
Sr. No.	Name of the Channel
1	Zee TV HD
2	&TV HD
3	Zee Anmol
4	Big Magic
5	Zee Cinema HD
6	&pictures HD
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest HD
14	Zing
15	Zee Salaam
16	Zee Café HD
17	&flix HD
18	&prive HD
19	WION
20	Zee Kannada HD
21	Zee Tamil HD
22	Zee Keralam HD
23	Zee Classic
24	&Xplor HD
25	Zee Thirai
26	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Telugu-Kannada HD
Zee Bouquet Code	ZHDB0TLKN006
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	42
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Kannada HD
7	Zee Telugu HD
8	Zee Cinemalu HD
9	Zee Keralam HD
10	Zee Salaam
11	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (A) Pack Telugu-Kannada HD
Zee Bouquet Code	ZHDB1TLKN013
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	53
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Kannada HD
7	Zee Telugu HD
8	Zee Cinemalu HD
9	Zee Keralam HD
10	Zee Salaam
11	Zee Café HD
12	&flix HD
13	&privé HD
14	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (B) Pack Telugu-Kannada HD
Zee Bouquet Code	ZHDB1TLKN014
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	53
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Kannada HD
7	Zee Telugu HD
8	Zee Cinemalu HD
9	Zee Keralam HD
10	Zee Salaam
11	Zee TV HD
12	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (C) Pack Telugu-Kannada HD
Zee Bouquet Code	ZHDB1TLKN015
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	53
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Kannada HD
7	Zee Telugu HD
8	Zee Cinemalu HD
9	Zee Keralam HD
10	Zee Salaam
11	Zee Cinema HD
12	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-in-One Pack Telugu-Kannada HD
Zee Bouquet Code	ZHDB2TLKN008
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	116
Sr. No.	Name of the Channel
1	Zee TV HD
2	&TV HD
3	Zee Anmol
4	Big Magic
5	Zee Cinema HD
6	&pictures HD
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest HD
14	Zing
15	Zee Salaam
16	Zee Café HD
17	&flix HD
18	&prive HD
19	WION
20	Zee Kannada HD
21	Zee Telugu HD
22	Zee Cinemalu HD
23	Zee Keralam HD
24	Zee Classic
25	&Xplor HD
26	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack All South HD
Zee Bouquet Code	ZHDB0SUTH007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	53
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Kannada HD
7	Zee Telugu HD
8	Zee Cinemalu HD
9	Zee Tamil HD
10	Zee Keralam HD
11	Zee Salaam
12	Zee Thirai
13	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (A) Pack All South HD
Zee Bouquet Code	ZHDB1SUTH014
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	63
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Kannada HD
7	Zee Telugu HD
8	Zee Cinemalu HD
9	Zee Tamil HD
10	Zee Keralam HD
11	Zee Salaam
12	Zee Thirai
13	Zee Café HD
14	&flix HD
15	&privé HD
16	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (B) Pack All South HD
Zee Bouquet Code	ZHDB1SUTH015
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	63
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Kannada HD
7	Zee Telugu HD
8	Zee Cinemalu HD
9	Zee Tamil HD
10	Zee Keralam HD
11	Zee Salaam
12	Zee Thirai
13	Zee TV HD
14	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family (C) Pack All South HD
Zee Bouquet Code	ZHDB1SUTH016
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	63
Sr. No.	Name of the Channel
1	Zee Action
2	Zee News
3	Zee Hindustan
4	Zee Zest HD
5	WION
6	Zee Kannada HD
7	Zee Telugu HD
8	Zee Cinemalu HD
9	Zee Tamil HD
10	Zee Keralam HD
11	Zee Salaam
12	Zee Thirai
13	Zee Cinema HD
14	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-in-One Pack All South HD
Zee Bouquet Code	ZHDB2SUTH009
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	126
Sr. No.	Name of the Channel
1	Zee TV HD
2	&TV HD
3	Zee Anmol
4	Big Magic
5	Zee Cinema HD
6	&pictures HD
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest HD
14	Zing
15	Zee Salaam
16	Zee Café HD
17	&flix HD
18	&privé HD
19	WION
20	Zee Kannada HD
21	Zee Telugu HD
22	Zee Cinemalu HD
23	Zee Tamil HD
24	Zee Keralam HD
25	Zee Classic
26	&Xplor HD
27	Zee Thirai
28	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Odia-Telugu HD
Zee Bouquet Code	ZHDB00DTL002
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	37
Sr. No.	Name of the Channel
1	Zee Anmol
2	Big Magic
3	Zee Action
4	Zee Anmol Cinema
5	Zee News
6	Zee Hindustan
7	Zee Business
8	Zing
9	Zee Odisha
10	Zee Sarthak
11	Zee Telugu HD
12	Zee Cinemalu HD

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Odia-Telugu HD
Zee Bouquet Code	ZHDB1ODTL007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	84
Sr. No.	Name of the Channel
1	Zee TV HD
2	&TV HD
3	Zee Anmol
4	Big Magic
5	Zee Cinema HD
6	&pictures HD
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest HD
14	Zing
15	Zee Salaam
16	WION
17	Zee Odisha
18	Zee Sarthak
19	Zee Telugu HD
20	Zee Cinemalu HD
21	Zee Classic
22	&Xplor HD

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-in-One Pack Odia-Telugu HD
Zee Bouquet Code	ZHDB2ODTL007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	116
Sr. No.	Name of the Channel
1	Zee TV HD
2	&TV HD
3	Zee Anmol
4	Big Magic
5	Zee Cinema HD
6	&pictures HD
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest HD
14	Zing
15	Zee Salaam
16	Zee Café HD
17	&flix HD
18	&privé HD
19	WION
20	Zee Odisha
21	Zee Sarthak
22	Zee Telugu HD
23	Zee Cinemalu HD
24	Zee Classic
25	&Xplor HD

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Odia-Bangla HD
Zee Bouquet Code	ZHDB00DBN002
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	32
Sr. No.	Name of the Channel
1	Zee Anmol
2	Big Magic
3	Zee Action
4	Zee Anmol Cinema
5	Zee News
6	Zee Hindustan
7	Zee Business
8	Zing
9	Zee Bangla HD
10	Zee Bangla Cinema
11	24 Ghanta
12	Zee Odisha
13	Zee Sarthak

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Marathi-Kannada HD
Zee Bouquet Code	ZHDB1MHKA008
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	95
Sr. No.	Name of the Channel
1	Zee TV HD
2	&TV HD
3	Zee Anmol
4	Big Magic
5	Zee Cinema HD
6	&pictures HD
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest HD
14	Zing
15	Zee Salaam
16	WION
17	Zee Marathi HD
18	Zee Talkies HD
19	Zee Yuva
20	Zee 24 Taas
21	Zee Kannada HD
22	Zee Classic
23	&Xplor HD
24	Zee Picchar

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee All-in-One Pack Marathi-Kannada HD
Zee Bouquet Code	ZHDB2MHKA008
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	126
Sr. No.	Name of the Channel
1	Zee TV HD
2	&TV HD
3	Zee Anmol
4	Big Magic
5	Zee Cinema HD
6	&pictures HD
7	Zee Bollywood
8	Zee Action
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Zest HD
14	Zing
15	Zee Salaam
16	Zee Café HD
17	&flix HD
18	&privé HD
19	WION
20	Zee Marathi HD
21	Zee Talkies HD
22	Zee Yuva
23	Zee 24 Taas
24	Zee Kannada HD
25	Zee Classic
26	&Xplor HD
27	Zee Picchar

Total Count of Bouquet(s) Availed by HITS OPERATOR = _____

- * **Note:** 1. It is hereby clarified that the HITS OPERATOR shall offer to all subscribers the bouquet(s) of Pay Zee Group Channels offered by ZEEL for which Interconnection Agreement has been signed with ZEEL, without any alteration in composition of the bouquet(s) of Pay Zee Group Channels. In case HITS OPERATOR opts for a certain bouquet but does not carry all the channels constituting that bouquet, then the HITS OPERATOR will be liable to pay for the channels on A-la-Carte basis. For example, if the HITS OPERATOR opts for Zee Family Pack Hindi SD, however HITS OPERATOR carries only 24 out of the 25 channels constituting Zee Family Pack Hindi SD, then the HITS OPERATOR shall be liable to pay the A-la-Carte MRP for these 24 channels and billing will be done accordingly.
2. The MRP of Bouquet(s) of Pay Zee Group Channels mentioned herein above are per “subscriber” per month.
3. “Subscriber” for the purpose of calculation of Subscription Fee shall mean for any calendar month, each Set Top Box (“STB”), which is availing the Zee Group Channels.
4. MRP of Bouquet(s) of Pay Zee Group Channels mentioned herein above are excluding taxes and levies imposed by local and / or the Central Government including but not limited to GST, etc. (as applicable).

ANNEXURE IV**INCENTIVE SCHEME ON MRP OF A-LA-CARTE AND BOUQUET OF PAY ZEE GROUP CHANNELS**

1. ZEEL is offering the following incentives on the MRP of A-la-carte and Bouquet(s) of Pay Zee Group Channels set out in this **ANNEXURE IV** subject to HITS OPERATOR fulfilling the conditions set out in this **ANNEXURE IV**:

2. **Incentive Parameters for Incentive on MRP of Ala-carte and Bouquet of pay Zee Group of channels:**

The following parameters need to be fulfilled by the HITS OPERATOR to avail the incentives on MRP of Bouquet of Pay Zee Group Channels.

- I. Penetration Incentive
- II. LCN Incentive
- III. Prompt Payment Incentive
- IV. Special Incentive

I. Penetration Incentive: HITS OPERATOR shall be eligible for Penetration Incentive based on percentage penetration of subscribed Identified Channel in respective Primary Market. Penetration shall be calculated as a percentage of its “Total Active Subscriber base of the HITS OPERATOR ” as mentioned in **Table A** and **Table B** herein below. For sake of clarity, percentage penetration of Identified Channel will be calculated by dividing “Active subscriber base of the Channel” of respective Identified Channel in Primary Market by “Total Active Subscriber base of the HITS OPERATOR ” in Primary Market. In case of the Standard-Definition Zee Group Channel, Total Active Subscribers shall mean total active subscribers of the HITS OPERATOR who have subscribed to only Standard-Definition channel(s) and in case of the High-Definition Zee Group Channel, Total Active Subscribers shall mean total active subscribers of the HITS OPERATOR who have subscribed to at least one High-Definition channel.

Table – A

Penetration Incentive for Ala-carte and Bouquet [Applicable to SD Ala-carte channels and Bouquet(s)]

Sr. No.	Zee TV (SD) Penetration in Primary Market	Identified Channel (Other than Zee TV) (SD) Penetration in Primary Market	Penetration Incentive Percentage
1	>= 70%	>= 80%	8%
2	>=65% but < 70%	>=70% but < 80%	6%

3	>= 60% but < 65%	>= 65% but < 70%	4%
4	>= 55% but < 60%	>= 60% but < 65%	2%
5	>= 50% but < 55%	>= 50% but < 60%	1%

Penetration Incentive for Ala-carte and Bouquet [Applicable to HD Ala-carte channels and HD Bouquet(s)]

Sr. No.	Identified Channel (HD) Penetration in Primary Market	Penetration Incentive Percentage
1	>= 45%	8%
2	>=40% but < 45%	6%
3	>= 35% but < 40%	4%
4	>= 30% but < 35%	2%
5	>= 25% but < 30%	1%

Table – B
Primary Market for Identified Channel(s)

Sr. No.	Channel Name	Primary Market
1	Zee TV	Specified States**
2	Zee Marathi	Maharashtra & Goa^
3	Zee Bangla	West Bengal^
4	Zee Sarthak	Odisha^
5	Zee Tamil	Tamil Nadu
6	Zee Telugu	Andhra Pradesh & Telangana
7	Zee Kannada	Karnataka
8	Zee Keralam	Kerala
9	Zee TV HD	Specified States**
10	Zee Marathi HD	Maharashtra & Goa^
11	Zee Bangla HD	West Bengal^
12	Zee Tamil HD	Tamil Nadu
13	Zee Telugu HD	Andhra Pradesh & Telangana
14	Zee Kannada HD	Karnataka
15	Zee Keralam HD	Kerala
16	Zee Punjabi	Punjab, Haryana, Himachal Pradesh, Chandigarh, Jammu and Kashmir

** Specified states include Arunachal Pradesh, Assam, Bihar, Chandigarh, Chhattisgarh, Dadra and Nagar Haveli, Daman and Diu, National Capital Territory of Delhi, Goa, Gujarat, Haryana, Himachal Pradesh, Jammu and Kashmir, Ladakh, Jharkhand, Madhya Pradesh, Maharashtra, Manipur,

Meghalaya, Mizoram, Nagaland, Odisha, Punjab, Rajasthan, Sikkim, Tripura, Uttar Pradesh, Uttarakhand and West Bengal

- ^ (i) In the state of Maharashtra for calculation of Penetration Incentive the highest count of subscriber reported in any month for any of the Identified Channel (s) i.e. Zee TV or Zee Marathi shall be considered.
- (ii) In the state of West Bengal for calculation of Penetration Incentive the highest count of subscriber reported in any month for any of the Identified Channel (s) i.e. Zee TV or Zee Bangla shall be considered.
- (iii) In the state of Odisha for calculation of Penetration Incentive the highest count of subscriber reported in any month for any of the Identified Channel (s) i.e. Zee TV or Zee Sarthak shall be considered.

The above is applicable for the Standard Definition channels (Identified Channels) and High Definition channel (s) Identified Channels

II. LCN Incentive: HITS OPERATOR shall be eligible for LCN Incentive based on the logical channel number (“LCN”) slabs within specified genre (as listed in **Table C** below), in which any of the Zee Group Channels are placed by the HITS OPERATOR on the Platform, within the specified genre and language of all Zee Group Channels as contained in electronic program guide (EPG) system as set out in **Table D** of this Annexure (“LCN Incentive”).

TABLE – C
Genre and Logical Channel Number (LCN) Slabs

Sr. No	Channel Name	Genre	Competing Channels	Slab 1	Slab 2	Slab 3
1	Zee TV	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Star Bharat and similar channels	1 to 3	4 to 5	6
2	&TV	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Star Bharat and similar channels	1 to 5	6 to 7	8
3	Zee Anmol	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Pal, Star Bharat and similar channels	1 to 10	11 to 12	13 to 14
4	Big Magic	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Pal, Star Bharat and similar channels	1 to 8	9 to 10	11 to 12
5	Zee Cinema	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Movies OK, Rishtey Cineplex, UTV Movies, Max 2, Star Utsav Movie, UTV Action, B4U Movies, Star Gold Select and Similar channels	1 to 3	4	5

Sr. No	Channel Name	Genre	Competing Channels	Slab 1	Slab 2	Slab 3
6	&pictures	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Movies OK, Rishtey Cineplex, UTV Movies, Max 2, Star Utsav Movie, UTV Action, B4U Movies, Star Gold Select and Similar channels	1 to 6	7 to 8	9
7	Zee Bollywood	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Movies OK, Rishtey Cineplex, UTV Movies, Max 2, Star Utsav Movie, UTV Action, B4U Movies, Star Gold Select and Similar channels	1 to 8	9 to 10	11
8	Zee Action	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Movies OK, Rishtey Cineplex, UTV Movies, Max 2, Star Utsav Movie, UTV Action, B4U Movies, Star Gold Select and Similar channels	1 to 9	10 to 11	12
9	Zee Anmol Cinema	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Movies OK, Rishtey Cineplex, UTV Movies, Max 2, Star Utsav Movie, UTV Action, B4U Movies, Star Gold Select and Similar channels	1 to 10	11 to 12	13 to 15
10	Zee News	News and Current Affairs (Hindi)	Aaj Tak, India TV, ABP News, News18 India, News Nation, News 24, India News, NDTV India, Tez and similar channels	1 to 3	4 to 5	6

Sr. No	Channel Name	Genre	Competing Channels	Slab 1	Slab 2	Slab 3
11	Zee Hindustan*	News and Current Affairs (English, Hindi and All Indian Regional Languages)	<p>News in respective regional languages in HITS OPERATOR 's area of operation</p> <p>Hindi Speaking States^: Aaj Tak, India TV, ABP News, News18 India, News Nation, News 24, India News, NDTV India, Tez and similar channels</p> <p>Maharashtra: ABP Majha, TV9 Marathi, News18 Lokmat and similar channels</p> <p>West Bengal: ABP Ananda, ETV News Bangla, Kolkata TV, News Time Bangla, News18 Bangla and similar channels</p> <p>Tamil Nadu: News18 Tamil Nadu, Polimer News, Puthiya Thalaimurai, Thanthi TV, Sun News, News 7 Tamil and similar channels</p> <p>Andhra Pradesh & Telangana: TV9 Telugu, NTV Telugu, TV 5 News, V6 News, Sakshi TV, T News, AP 24x7 HM TV, Gemini News, Raj News Telugu, ETV Andhra Pradesh, ETV Telangana and similar channels</p> <p>Karnataka: TV9 Kannada, Public TV, Suvarna News 24x7, News18 Kannada, Dighvijay 24x7 News, BTV News, TV 5 Kannada, Udaya News and similar channels</p> <p>Kerala: Asianet News, Manorama News, Mathrubhumi News, Janam TV, News18 Kerala, Media One TV and similar channels</p>	1 to 5	6 to 7	8
12	Zee Business	News and Current Affairs (Hindi Business News)	CNBC Awaaz and similar channels	1 to 2	3	4
13	Zee Zest	Infotainment (Hindi/English)	Food Food, Fox Life and similar channels	1 to 2	3	4

Sr. No	Channel Name	Genre	Competing Channels	Slab 1	Slab 2	Slab 3
14	Zing	Music (Hindi)	9XM, Mastiii, B4U Music, MIX, 9X Jalwa, Zoom, Music India, MTV and similar channels	1 to 5	6 to 7	8
16	Zee Salaam	News and Current Affairs (Urdu)	ETV Urdu, News18 Urdu, Munsif TV, Aalami Samay and similar channels	1 to 2	3	4
17	Zee Café	General Entertainment (English)	Colors Infinity, Comedy Central, Star World and similar channels	1 to 3	4 to 5	6
18	&flix	Movies (English)	Movies Now, Pix, Star Movies, MNX, HBO, WB, Romedy Now and similar channels	1 to 4	5 to 6	7
19	WION	News and Current Affairs (English)	Times Now, Republic TV, India Today Television, CNN News18, NDTV 24x7, Mirror Now, News X and similar channels	1 to 4	5	6
20	Zee Marathi	General Entertainment (Marathi)	Colors Marathi, Star Pravah, Sony Marathi and similar channels	1 to 2	3	4
21	Zee Talkies	Movies (Marathi)	Fakt Marathi, Shemaroo Marathibana and similar channels	1 to 2	3	4
22	Zee Yuva	General Entertainment (Marathi)	Colors Marathi, Star Pravah, Sony Marathi and similar channels	1 to 4	5	6
23	Zee 24 Taas	News and Current Affairs (Marathi)	ABP Majha, TV9 Marathi, News18 Lokmat and similar channels	1 to 2	3	4
24	Zee Bangla	General Entertainment (Bangla)	Star Jalsha, Colors Bangla, Aath and similar channels	1 to 2	3	4
25	Zee Bangla Cinema	Movies (Bangla)	Jalsha Movies and similar channels	1 to 2	3	4
26	Zee 24 Ghanta	News and Current Affairs (Bangla)	ABP Ananda, ETV News Bangla, Kolkata TV, News Time Bangla, News18 Bangla and similar channels	1 to 3	4	5
27	Zee Odisha	News and Current Affairs (Odia)	Kalinga TV, Kanak News, News 7, Odisha TV, News18 Odia and Similar Channels	1 to 3	4	5
28	Zee Sarthak	General Entertainment (Odia)	Colors Oriya, Tarang TV and similar channels	1 to 2	3	4
29	Zee Tamil	General Entertainment (Tamil)	Sun TV, Vijay, Vijay Super, Colors Tamil and similar channels	1 to 3	4	5

Sr. No	Channel Name	Genre	Competing Channels	Slab 1	Slab 2	Slab 3
30	Zee Telugu	General Entertainment (Telugu)	ETV, Gemini TV, Maa TV, Maa Gold and similar channels	1 to 2	3	4
31	Zee Cinemalu	Movies (Telugu)	ETV Cinema, Gemini Movies, Maa Movies and similar channels	1 to 3	4 to 5	6
32	Zee Kannada	General Entertainment (Kannada)	Colors Kannada, Star Suvarna, Udaya TV, Suvarna Plus, Udaya Comedy and similar channels	1 to 3	4 to 5	6
33	Zee Ganga	General Entertainment (Bhojpuri)	Anjan TV, Bhojpuri Dhamaka DISHUM, Mahuaa Plus and similar channels	1 to 2	3	4
34	Zee Bihar Jharkhand	News and Current Affairs (Bihar News)	Sahara Samay Bihar and Jharkhand, News18 Bihar/ Jharkhand and similar channels	1 to 3	4 to 5	6
35	Zee Punjab Haryana Himachal	News and Current Affairs (Punjabi News)	Chardikla Time TV, India News Punjabi, MH One News, News18 Punjab/Haryana/Himachal, PTC News and similar channels	1 to 3	4 to 5	6
36	Zee Madhya Pradesh Chattisgarh	News and Current Affairs (MPCG News)	Bansal News, IBC 24, India News MP, Sadhna News MP/CG, Sahara Samay MP/CG, News18 Madhya Pradesh/ Chattisgarh, Swaraj Express SMBC and similar Channels	1 to 2	3 to 4	5 to 6
37	Zee Rajasthan News	News and Current Affairs (Rajasthan News)	India News Rajasthan, Jan TV, Sahara Samay Rajasthan, News18 Rajasthan, First India Rajasthan and similar channels	1 to 2	3 to 4	5 to 6
38	Zee Uttar Pradesh Uttarakhand	News and Current Affairs (UPEK News)	India News UP, News State UP/UK, Sahara Samay UP/UK, News 18 Uttar Pradesh /Uttarakhand and similar channels	1 to 2	3 to 4	5 to 6
39	Zee 24 Kalak	News and Current Affairs (Gujarati News)	ABP Asmita, Sandesh News, TV9 Gujarati, VTV Gujarati, News18 Gujarati, Free TV India News Gujarat, GSTV and similar channels	1 to 2	3 to 4	5 to 6
40	Zee Classic	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Movies OK, Rishtey Cineplex, UTV Movies, Max 2, Star Utsav Movie, UTV Action, B4U Movies, Star Gold Select and Similar channels	1 to 12	13 to 15	16

Sr. No	Channel Name	Genre	Competing Channels	Slab 1	Slab 2	Slab 3
41	Zee TV HD	General Entertainment (Hindi)	Star Plus HD, Colors HD, SET HD, SAB HD, Star Bharat HD and similar channels	1 to 3	4 to 5	6
42	&TV HD	General Entertainment (Hindi)	Star Plus HD, Colors HD, SET HD, SAB HD, Star Bharat HD and similar channels	1 to 5	6 to 7	8
43	Zee Cinema HD	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	1 to 3	5	6
44	&pictures HD	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	1 to 5	6 to 7	8
45	Zee Café HD	General Entertainment (English)	Colors Infinity HD, Comedy Central HD, Star World HD, Star World Premiere HD and similar channels	1 to 3	4 to 5	6
46	&flix HD	Movies (English)	Star Movies HD, Pix HD, HBO HD, Movies Now HD, MN+, MNX HD, Star Movies Select HD, Romedy Now HD and similar channels	1 to 3	4 to 5	6 to 7
47	&prive HD	Movies (English)	Star Movies HD, Pix HD, HBO HD, Movies Now HD, MN+, MNX HD, Star Movies Select HD, Romedy Now HD and similar channels	1 to 5	6 to 8	9 to 10
48	Zee Zest HD	Infotainment (Hindi/English)	Fox Life HD and similar channels	1 to 2	3	4
49	Zee Marathi HD	General Entertainment (Marathi)	Star Pravah HD, Colors Marathi HD and similar channels	1 to 2	3	4
50	Zee Talkies HD	Movies (Marathi)	Marathi Movie channels in High Definition	1 to 2	3	4
51	Zee Bangla HD	General Entertainment (Bangla)	Star Jalsha HD, Colors Bangla HD and similar channels	1 to 2	3	4
52	Zee Tamil HD	General Entertainment (Tamil)	Sun TV HD, Star Vijay HD, Colors Tamil HD and similar channels	1 to 3	4	5
53	Zee Telugu HD	General Entertainment (Telugu)	ETV HD, Gemini TV HD, Star Maa HD and similar channels	1 to 2	3	4
54	Zee Cinemalu HD	Movies (Telugu)	Gemini Movies HD, Star Maa Movies HD and similar channels	1 to 3	4 to 5	6
55	Zee Kannada HD	General Entertainment (Kannada)	Colors Kannada HD, Star Suvarna HD, Udaya HD and similar channels	1 to 3	4 to 5	6

Sr. No	Channel Name	Genre	Competing Channels	Slab 1	Slab 2	Slab 3
56	Zee Keralam	General Entertainment (Malayalam)	Asianet, Asianet Plus, Surya TV Flowers TV, Kairali TV, Mazhavil Manorama and similar channels	1 to 3	4	5
57	Zee Keralam HD	General Entertainment (Malayalam)	Asianet HD, Surya HD, Mazhavil Manorama HD and similar channels	1 to 3	4	5
58	&Xplor HD	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	1 to 7	8 to 9	10
59	Zee Biskope	Movies (Bhojpuri)	Bhojpuri Cinema, B4U Bhojpuri, Oscar Movies and similar channels	1 to 2	3	4
60	Zee Punjabi	General Entertainment (Punjabi)	PTC, DD Punjabi and similar channels	1 to 2	3	4
61	Zee Thirai	Movies (Tamil)	KTV, Star Vijay Super, J Movies, Raj Digital Plus, Mega 24 and similar channels	1 to 3	4 to 5	6
62	Zee Picchar	Movies (Kannada)	Star Suvarna Plus, Udaya Movies, Colors Kannada Cinema and similar channels	1 to 4	5 to 6	7

* HITS OPERATOR shall place “Zee Hindustan” channel among the news channels of respective regional language in different states with a language feed applicable in that state as detailed in Table – A herein above.

^ Hindi Speaking states include Arunachal Pradesh, Assam, Bihar, Chandigarh, Chhattisgarh, Dadra and Nagar Haveli, Daman and Diu, National Capital Territory of Delhi, Goa, Gujarat, Haryana, Himachal Pradesh, Jammu and Kashmir, Ladakh, Jharkhand, Madhya Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Punjab, Rajasthan, Sikkim, Tripura, Uttar Pradesh and Uttarakhand.

Table – D
LCN Incentive Slabs

Particular	Percentage Incentive		
	Slab 1	Slab 2	Slab 3
Any Bouquet or Ala-carte Channel	4%	2%	1%

a.) HITS OPERATOR shall be considered eligible to avail the LCN Incentive on Bouquet in the event it places all the Pay Zee Group Channels forming part of the Bouquet in the stipulated Slabs as stated in **Table C** herein above.

- b.) For calculating LCN Slabs for Channels, all Local Channels and/or Platform Services of the HITS OPERATOR will be considered along with various broadcast channels.
- c.) In the event a Channel has different LCN ranks across HITS OPERATOR 's network then the worst LCN rank (highest numerical value) will be considered for calculating the LCN Slab for such Channel.
- d.) In the event that the HITS OPERATOR, for any reason whatsoever, fails to place any Channel as per the defined Slabs in **Table C**, during any day of the month and is not able to restore the channel(s) in the defined Slabs within 3 days from such displacement ("Cure Period"), then the LCN Incentive for such Bouquets and Ala-carte Channels shall be withdrawn for that particular month.
- e.) HITS OPERATOR shall provide the LCN Report in the format set out in **Table No 3** of **ANNEXURE VI** to this Agreement.
- f.) However, in the event that the HITS OPERATOR who had placed a certain Channel in committed Slab, for any reason whatsoever, fails to place the said Channel in the committed Slab but places the Channel in lower Slab, even for one day in any month during the Term, then for that entire concerned month the HITS OPERATOR shall be eligible for Incentive for that said Channel as per lower Slab. For e.g. if a HITS OPERATOR has committed to place Zee Rajasthan News in Slab – 1 but places the said channel in Slab – 3 for one day, the incentive for that said month for the HITS OPERATOR shall be 1% instead of 4%.

III. Prompt Payment Incentive: HITS OPERATOR shall be eligible for Prompt Payment Incentive if the full payment for subscription dues for a month (against invoice raised by ZEEL) is credited to ZEEL account on or before 20th of the subsequent month. The Prompt Payment Incentive will be equivalent to 1% of the invoice amount for that month.

Illustration 1: If ZEEL has raised an invoice of Rs. 10,000 (excluding taxes) for the month of October 2021 and the HITS OPERATOR makes a payment of Rs. 10,000 before 20th November 2021 in such a case HITS OPERATOR shall be eligible for an incentive of 1% (Rs. 100).

Illustration 2: If ZEEL has raised an invoice of Rs. 10,000 (excluding taxes) for the month of October 2021 and outstanding dues of the HITS OPERATOR is Rs. 30,000 (i.e. 3 months outstanding). And in this case if the HITS OPERATOR makes payment of Rs. 40,000 (Rs. 30,000 old outstanding plus Rs. 10,000 for October 2021) before 20th November 2021 in such a case HITS OPERATOR shall be eligible for an incentive of 1% on Rs. 10,000 only (Rs. 100). For avoidance of doubt, Prompt Payment Incentive shall be applicable only on current month's payment.

IV. Special Incentive: HITS OPERATOR shall be eligible for Special Incentive based on data shared with ZEEL with respect to subscriber base of HITS OPERATOR . The applicable incentive will be **2%** on the total MRP of Pay Zee Group Channels (excluding taxes), if the HITS OPERATOR provides information as mentioned below in the format set out in **Table No's 4 to 8** of **ANNEXURE VI** to this Agreement.

Special Incentive for any month will be applicable if the following information (by state / district / city) is provided to ZEEL for that particular month:

- a) Total De-active Subscriber base of HITS OPERATOR (Split by SD & HD)
- b) Total Active Subscriber base of the HITS OPERATOR subscribing to FTA and Pay channels (Split by SD & HD)
- c) Total Active Subscriber base of the HITS OPERATOR subscribing to only FTA channels.
- d) Total Active Subscriber base subscribing to any of Zee Group Channels (Split by SD & HD)
- e) Total Active Subscriber base of the HITS OPERATOR split by DPO packages.

3. Reports

In order to be eligible for any of aforementioned Incentives, the HITS OPERATOR shall provide ZEEL State wise Subscriber Reports along with the LCN Report and Reports for Special Incentives in the format set out in **ANNEXURE VI** to this Agreement.

4. **Subscriber Records, Access and Audit:** ZEEL (through empaneled auditors) shall during the Audit referred to in **Clause 14** of this Agreement, be entitled to access the Records, SMS, CAS and related systems of the HITS OPERATOR in order to determine the correctness of various reports referred to in this **ANNEXURE IV**.
5. ZEEL reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of the Incentives at its sole discretion. In addition, ZEEL at sole discretion amend the Incentive Scheme in the event, during the Term, (i) ZEEL launches a New Channel, or (ii) in case of a Removed Channel, or (iii) in case of a Converted Channel. For the avoidance of doubt, it is clarified that a reference to a New Channel in this Annexure and/ or the Agreement includes any additional channels (whether by way of a new launch, acquisition of any existing channel or otherwise), distributed by ZEEL and/ or its current or future subsidiaries, and in such an event ZEEL shall have the right to withdraw and/ or modify this Annexure and/ or the Incentives set out herein in its sole discretion.

6. Illustration for Incentive for channels selected on a-la-carte and Bouquet basis:

This illustration pertains to an HITS OPERATOR which has Total Active Subscriber Base of 1,00,000 subscribers spread across 3 states of Maharashtra, Gujarat and Karnataka. For the sake of illustration, it is assumed that the HITS OPERATOR has selected few Zee Group Channel Bouquets and few Zee Group Channels on a-la-carte basis and has reported subscribers base and LCN ranks as mentioned in below table. The total subscriber base for Identified Channel in the state is calculated basis summation of subscribers of the Identified Channel from all Zee Group Channel Bouquets (which include either of the Identified channels having the said state as Primary Market) is and from a-la-carte basis for the said channel.

Summary of State wise Subscriber base of HITS OPERATOR and Identified Channel

S. N.	State	Monthly Average Active subscriber base of the HITS OPERATOR in State	Identified Channel	Monthly Average Active subscriber base of the Identified Channel in Primary Market
	A	B	C	D
1	Maharashtra	30,000	Zee TV / Zee Marathi	26,000
2	Gujarat	50,000	Zee TV	49,000
3	Karnataka	20,000	Zee Kannada	15,500

Above information is the summary derived from reports submitted by HITS OPERATOR as per formats as mentioned in Annexure VII. Below is the snapshot of various reports submitted by HITS OPERATOR .

1. State-wise Monthly Subscription for bouquet of pay Zee Group Channel and/or a-la-carte Channel
2. State-wise Total Active Subscriber Base of HITS OPERATOR
3. LCN Report for Pay Zee Group Channels

State-wise Monthly Subscription for bouquet of pay Zee Group Channel and/or a-la-carte Channel

Sr. No	Name of Bouquet / Zee Group Channel	State	Bouquet / A-la-carte Code	HITS OPERATOR's Package Name / Add-on Name / A-la-Carte	Number of subscribers of the channel on 7 th day of the month	Number of subscribers of the channel on 14 th day of the month	Number of subscribers of the channel on 21 st day of the month	Number of subscribers of the channel on 28 th day of the month	Monthly Average Active Subscriber Level of the Zee Group Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10) = [(6)+(7) + (8)+(9)] /4
1	Zee Family Pack Hindi SD	Maharashtra	ZSDB1HND I006	****	3,800	3,900	4,100	4,200	4,000
2	Zee All-in-One Pack Hindi SD	Maharashtra	ZSDB2HND I006	****	450	475	525	550	500

3	Zee Family Pack Marathi SD	Maharashtra	ZSDB1MRT H005	****	4,750	4,875	5,125	5,250	5,000
4	Zee All-in-One Pack Marathi SD	Maharashtra	ZSDB2MRT H005	****	470	485	515	530	500
5	Zee Prime Pack Kannada SD	Maharashtra	ZSDB0KND A003	****	390	395	405	410	400
6	Zee TV	Maharashtra	ZSD-ZEETV01	****	15,300	15,650	16,350	16,700	16,000
7	Zee Zest	Maharashtra	ZSD-ZZEST01	****	800	1,200	2,000	2,400	1,600
8	&flix	Maharashtra	ZSD-&FLIX01	****	11,100	11,550	12,450	12,900	12,000
9	Zee Cinema	Maharashtra	ZSD-ZCNMA02	****	9,600	9,800	10,200	10,400	10,000
10	Zee Marathi	Maharashtra	ZSD-ZMRTH01	****	16,600	17,050	17,950	18,400	17,500
11	Zee Kannada	Maharashtra	ZSD-ZKAND01	****	80	90	110	120	100
12	Zee Family Pack Hindi SD	Gujarat	ZSDB1HND I006	****	14,500	14,750	15,250	15,500	15,000
13	Zee All-in-One Pack Hindi SD	Gujarat	ZSDB2HND I006	****	470	485	515	530	500
14	Zee Family Pack Marathi SD	Gujarat	ZSDB1MRT H005	****	340	370	430	460	400
15	Zee All-in-One Pack Marathi SD	Gujarat	ZSDB2MRT H005	****	90	95	105	110	100
16	Zee Prime Pack Kannada SD	Gujarat	ZSDB0KND A003	****	80	90	110	120	100
17	Zee TV	Gujarat	ZSD-ZEETV01	****	32,600	32,800	33,200	33,400	33,000
18	Zee Zest	Gujarat	ZSD-ZZEST01	****	3,600	3,750	4,050	4,200	3,900
19	&flix	Gujarat	ZSD-&FLIX01	****	9,800	9,900	10,100	10,200	10,000
20	Zee Cinema	Gujarat	ZSD-ZCNMA02	****	34,500	34,750	35,250	35,500	35,000
21	Zee Marathi	Gujarat	ZSD-ZMRTH01	****	600	800	1,200	1,400	1,000

22	Zee Kannada	Gujarat	ZSD-ZKAND01	****	70	85	115	130	100
23	Zee Family Pack Hindi SD	Karnataka	ZSDB1HND I006	****	80	90	110	120	100
24	Zee All-in-One Pack Hindi SD	Karnataka	ZSDB2HND I006	****	40	45	55	60	50
25	Zee Family Pack Marathi SD	Karnataka	ZSDB1MRT H005	****	40	45	55	60	50
26	Zee All-in-One Pack Marathi SD	Karnataka	ZSDB2MRT H005	****	8	9	11	12	10
27	Zee Prime Pack Kannada SD	Karnataka	ZSDB0KND A003	****	11,200	11,600	12,400	12,800	12,000
28	Zee TV	Karnataka	ZSD-ZEETV01	****	2,390	2,590	2,990	3,190	2,790
29	Zee Zest	Karnataka	ZSD-ZZEST01	****	-200	100	700	1,000	400
30	&flix	Karnataka	ZSD-&FLIX01	****	2,250	2,375	2,625	2,750	2,500
31	Zee Cinema	Karnataka	ZSD-ZCNMA02	****	4,290	4,540	5,040	5,290	4,790
32	Zee Marathi	Karnataka	ZSD-ZMRTH01	****	690	840	1,140	1,290	990
33	Zee Kannada	Karnataka	ZSD-ZKAND01	****	3,150	3,325	3,675	3,850	3,500

State-wise Total Active Subscriber Base of HITS OPERATOR

S . N .	State	Type of Subscriber (SD / HD)	Number of subscribers of the channel on 7 th day of the month	Number of subscribers of the channel on 14 th day of the month	Number of subscribers of the channel on 21 st day of the month	Number of subscribers of the channel on 28 th day of the month	Monthly Average Active Subscriber of the HITS OPERATOR in State
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = [(4)+(5)+(6)+(7)]/4
1	Maharashtra	SD	28,500	29,250	30,750	31,500	30,000
2	Gujarat	SD	48,200	49,100	50,900	51,800	50,000
3	Karnataka	SD	19,000	19,500	20,500	21,000	20,000

Calculation of State wise Penetration Incentive:

S. N.	State	Monthly Average Active subscriber base of the HITS OPERATOR in State	Identified Channel	Monthly Average Active subscriber base of the Identified Channel in Primary Market	Penetration % Achieved	Penetration Incentive% (As per Table A)
	A	B	D	D	E = D / B	F
1	Maharashtra	30,000	Zee TV / Zee Marathi	26,000	87%	8%
2	Gujarat	50,000	Zee TV	49,000	98%	8%
3	Karnataka	20,000	Zee Kannada	15,500	78%	6%

Total Incentive Calculation:

S r. N o.	Name of Zee Group Channel	State	MR P	Monthly Average Active Subscriber Level of the Bouquet / Zee Group Channel in the State	Penetration Incentive Applicable to State	Minimum LCN Slab applicable for all channels in the bouquet / Channel	LC N Incentive	Prompt Payment Incentive	Special Incentive	Total Incentive	Invoice Amount Nett of Distributor Fees (Rs.)	Total Incentive Amount (Rs.)
(1)	G	H	I	J	K	L	M	N	O	$P = K+M+N+O$	$Q = I*J*80\%$	$R=Q/80\%*P$
1	Zee Family Pack Hindi SD	Maharashtra	46.00	4,000	8%	Slab 1	4%	1%	2%	15%	1,47,200	27,600

2	Zee All-in-One Pack Hindi SD	Maharashtra	61.00	500	8%	Slab 2	2%	1%	2%	13%	24,400	3,965
3	Zee Family Pack Marathi SD	Maharashtra	48.00	5,000	8%	Slab 1	4%	1%	2%	15%	1,92,000	36,000
4	Zee All-in-One Pack Marathi SD	Maharashtra	63.00	500	8%	Slab 2	2%	1%	2%	13%	25,200	4,095
5	Zee Prime Pack Kannada SD	Maharashtra	19.00	400	8%	Slab 1	4%	1%	2%	15%	6,080	1,140
6	Zee TV	Maharashtra	19.00	16,000	8%	Slab 1	4%	1%	2%	15%	2,43,200	45,600
7	Zee Zest	Maharashtra	1.00	1,600	8%	Slab 1	4%	1%	2%	15%	1,280	240
8	&flix	Maharashtra	15.00	12,000	8%	Slab 2	2%	1%	2%	13%	1,44,000	23,400
9	Zee Cinema	Maharashtra	15.00	10,000	8%	Slab 1	4%	1%	2%	15%	1,20,000	22,500
10	Zee Marathi	Maharashtra	19.00	17,500	8%	Slab 1	4%	1%	2%	15%	2,66,000	49,875
11	Zee Kannada	Maharashtra	19.00	100	8%	Slab 1	4%	1%	2%	15%	1,520	285
12	Zee Family Pack Hindi SD	Gujarat	46.00	15,000	8%	Slab 1	4%	1%	2%	15%	5,52,000	1,03,500
13	Zee All-in-One Pack Hindi SD	Gujarat	61.00	500	8%	Slab 2	2%	1%	2%	13%	24,400	3,965
14	Zee Family Pack Marathi SD	Gujarat	48.00	400	8%	Slab 1	4%	1%	2%	15%	15,360	2,880
15	Zee All-in-One Pack Marathi SD	Gujarat	63.00	100	8%	Slab 2	2%	1%	2%	13%	5,040	819
16	Zee Prime Pack Kannada SD	Gujarat	19.00	100	8%	Slab 1	4%	1%	2%	15%	1,520	285
17	Zee TV	Gujarat	19.00	33,000	8%	Slab 1	4%	1%	2%	15%	5,01,600	94,050
18	Zee Zest	Gujarat	1.00	3,900	8%	Slab 1	4%	1%	2%	15%	3,120	585

ZEEL –VERSION 1 OF 2022 NTO 1- HITS (01-03-2022)

19	&flix	Gujarat	15.00	10,000	8%	Slab 2	2%	1%	2%	13%	1,20,000	19,500
20	Zee Cinema	Gujarat	15.00	35,000	8%	Slab 1	4%	1%	2%	15%	4,20,000	78,750
21	Zee Marathi	Gujarat	19.00	1,000	8%	Slab 1	4%	1%	2%	15%	15,200	2,850
22	Zee Kannada	Gujarat	19.00	100	8%	Slab 1	4%	1%	2%	15%	1,520	285
23	Zee Family Pack Hindi SD	Karnataka	46.00	100	6%	Slab 1	4%	1%	2%	13%	3,680	598
24	Zee All-in-One Pack Hindi SD	Karnataka	61.00	50	6%	Slab 2	2%	1%	2%	11%	2,440	336
25	Zee Family Pack Marathi SD	Karnataka	48.00	50	6%	Slab 1	4%	1%	2%	13%	1,920	312
26	Zee All-in-One Pack Marathi SD	Karnataka	63.00	10	6%	Slab 2	2%	1%	2%	11%	504	69
27	Zee Prime Pack Kannada SD	Karnataka	19.00	12,000	6%	Slab 1	4%	1%	2%	13%	1,82,400	29,640
28	Zee TV	Karnataka	19.00	2,790	6%	Slab 1	4%	1%	2%	13%	42,408	6,891
29	Zee Zest	Karnataka	1.00	400	6%	Slab 1	4%	1%	2%	13%	320	52
30	&flix	Karnataka	15.00	2,500	6%	Slab 2	2%	1%	2%	11%	30,000	4,125
31	Zee Cinema	Karnataka	15.00	4,790	6%	Slab 1	4%	1%	2%	13%	57,480	9,341
32	Zee Marathi	Karnataka	19.00	990	6%	Slab 1	4%	1%	2%	13%	15,048	2,445
33	Zee Kannada	Karnataka	19.00	3,500	6%	Slab 1	4%	1%	2%	13%	53,200	8,645
											32,20,040	5,84,623

ANNEXURE V

CALCULATION OF SUBSCRIPTION FEE AND PAYMENT TERMS

I. Subscription Fee:

- (i) “ZEEL’s share of MRP” will be equal to the “MRP of A-la-Carte / MRP of Bouquet of Pay Zee Group Channel(s)” per month less of “Distribution Margin”.
- (ii) For each month or part thereof during the Term of the Agreement, the HITS OPERATOR shall pay to ZEEL, “Subscription Fee” to be calculated as ZEEL’s Share of MRP multiplied by Monthly Average Active Subscriber Level of the A-la-Carte Channel or Bouquet as applicable reported by the HITS OPERATOR for that particular month.
- (iii) The Maximum Retail Price (MRP) per subscriber per month of Zee Group Channels availed on A-la-Carte basis is set out in **ANNEXURE II** and the MRP of Bouquet of pay Zee Group Channels is set out in **ANNEXURE III** to this Agreement. The MRP mentioned in the **ANNEXURE II & ANNEXURE III** to this Agreement, as referred to above, are exclusive of all taxes and levies.
- (iv) The “Monthly Average Active Subscriber Level” for each channel or bouquet shall be equal to the average of the number of active subscribers subscribing that A-la-Carte channel or bouquet, as the case may be, recorded four times in a month, as provided in Table – 1 and Table – 2 of **ANNEXURE VI** respectively. The number of subscribers shall be recorded at any point of time between 19:00 Hrs to 23:00 Hrs. on the designated days.
- (v) For the purpose of calculation of the Subscription Fee payable “Subscriber” means, for any calendar month, each Set Top Box, which is availing the Zee Group Channel(s) and/or bouquet of Zee Group Channels through the HITS OPERATOR.

II. Calculation of Subscription Fee

(a) In case HITS OPERATOR avails one or more or all Zee Group SD Channels on A-la-Carte basis:

- (i) If the HITS OPERATOR is providing the channels on A-la-Carte basis to its subscribers, the Monthly Subscription Fee for such A-la-Carte channel(s) shall be equal to “ZEEL’s Share of MRP” of that A-la-Carte Channel multiplied by the number of Monthly Average Active Subscriber Level reported by the HITS OPERATOR for that month for that particular Zee Group Channel(s).

Illustration:

If HITS OPERATOR has opted for Zee TV on A-la-Carte Basis and the Monthly Average Active Subscriber Level for a particular month reported by the HITS OPERATOR is 10,000 subscribers for Zee TV, then the Subscription Fee payable

by the HITS OPERATOR for that particular month for Zee TV will be calculated as:

MRP of ZEE TV	= Rs. 19.00
ZEEL's Share of MRP	= Rs. 15.20
<i>(Less of Distribution Margin)</i>	
Monthly Average Active Subscriber Level for Zee TV reported by HITS OPERATOR	= 10,000 subscribers
Subscription Fee for Zee TV for that month	= Rs. 15.20 x 10,000 = Rs. 1,52,000

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive of applicable taxes and levies.

- (ii) If the HITS OPERATOR does not offer such opted A-la-Carte channel(s) on A-la-Carte basis to its subscriber but offers the A-la-Carte channel(s) in packages of the HITS OPERATOR, then the Subscription Fee for each of the A-la-Carte channels availed by HITS OPERATOR, shall be calculated on the basis of Monthly Average Active Subscriber Level of the package in which such opted A-La-Carte channel has been placed multiplied by "ZEEL's Share of MRP" of each channel(s).

Illustration:

If HITS OPERATOR has opted for Zee TV on A-la-Carte basis and has placed Zee TV in package "X" of the HITS OPERATOR. The Monthly Average Active Subscriber Level for a particular month reported by the HITS OPERATOR is 10,000 subscribers for package X, then the Subscription Fee payable by the HITS OPERATOR for that particular month for Zee TV will be calculated as

MRP of ZEE TV	= Rs. 19.00
ZEEL's Share of MRP	= Rs. 15.20
<i>(Less of Distribution Margin)</i>	
Monthly Average Active Subscriber Level for Package X reported by HITS OPERATOR	= 10,000 subscribers
Subscription Fee for Zee TV for that month	= Rs. 15.20 x 10,000 = Rs. 1,52,000

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive of applicable taxes and levies.

(b) In case HITS OPERATOR avails one or more Bouquet(s) of Zee Group SD Channel(s):

- (i) the Monthly Subscription Fee payable by HITS OPERATOR to ZEEL for such Bouquet(s) shall be equal to “ZEEL’s Share of MRP” of the Bouquet multiplied by the Monthly Average Active Subscriber Level availing the Bouquet(s) reported by the HITS OPERATOR for that particular month.

Illustration:

If HITS OPERATOR has opted for Zee Family Pack Hindi SD and the Monthly Average Active Subscriber Level for a particular month reported by the HITS OPERATOR is 10,000 subscribers for Zee Family Pack Hindi SD, then the Subscription Fee payable by the HITS OPERATOR for that particular month will be calculated as

MRP of Zee Family Pack Hindi SD	= Rs. 43.00
ZEEL’s Share of MRP	= Rs. 34.40
<i>(Less of Distribution Margin)</i>	
Monthly Average Active Subscriber Level for Zee Family Pack Hindi SD reported by HITS OPERATOR= 10,000 subscribers	
Subscription Fee for Zee Family Pack Hindi SD for that month	= Rs. 34.40 x
10,000	= Rs. 3,44,000

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive of applicable taxes and levies.

(c) In case a HITS OPERATOR avails one or more Zee Group SD Channels on A-la-Carte basis and also opts for different Bouquet(s) of Pay Zee Group SD Channel(s) not comprising of the Channels opted on A-la-Carte basis:

- (i) For the channels opted on A-la-Carte basis, the monthly Subscription Fee payable by HITS OPERATOR to ZEEL shall be calculated on the basis of Clause II. (a)(i) above.
- (ii) For bouquet(s), the monthly Subscription Fee payable by HITS OPERATOR to ZEEL shall be calculated on the basis of Clause II. (b)(i) above.
1. In case the HITS OPERATOR operates through any of its Joint Venture/affiliate/associate Network(s) in different parts of the Cities/Country then it shall be the sole responsibility and obligation of the HITS OPERATOR to clear all the entire accumulated arrears/dues which are not paid by any such Joint Venture/affiliate/associate entities of the HITS OPERATOR to ZEEL. Further it is also agreed by HITS OPERATOR that any other Independent Affiliate taken over by HITS OPERATOR during the term of this Agreement shall be treated as JVs and HITS OPERATOR shall be liable to make additional payment for such JVs acquired during the term of this Agreement.

2. Payment of the Subscription Fee shall be subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time.
3. In the event the HITS OPERATOR fails to pay the Subscription Fee and/ or, upon expiry of, or termination of the Agreement, ZEEL shall be entitled to take back the possession of the Equipment from the HITS OPERATOR, its sub operators and their respective Affiliates and deactivate the Viewing Card(s). Upon return of the Equipment in proper working condition by the HITS OPERATOR, the IRD Deposit shall be refunded to the HITS OPERATOR. In the event, the HITS OPERATOR fails to return the Equipment to ZEEL, the HITS OPERATOR shall be liable to pay a sum of Rs.1,000/- per day per IRD to ZEEL for the period during which the default continues. In case the HITS OPERATOR returns the IRD, but the Viewing Card and remote (where applicable) are damaged or missing, then the HITS OPERATOR shall be liable to pay to ZEEL such charges as may be determined by ZEEL. ZEEL shall be authorized to deduct the cost of damages from the IRD Deposit.
4. All payments from the HITS OPERATOR to ZEEL under this Agreement shall be paid either by (i) Demand Draft / Cheque in favour of Zee Entertainment Enterprises Limited– A/c Zee Channels payable at its head office or any other place that may be specified by ZEEL in writing from time to time; or (ii) electronic wire transfer into ZEEL's Bank Account, accompanied by documentary evidence certified by the HITS OPERATOR's bank that the payment has been transferred to ZEEL's Bank Account.

III. **Payment Terms**

1. For each month during the Term of this Agreement, ZEEL shall issue an invoice for Subscription Fee on or before 10th day of the immediately succeeding month, based on the monthly subscription report submitted by HITS OPERATOR, such invoice would clearly specify the payment due for the respective month for which the invoice is issued and arrears/ dues (if any) payable by HITS OPERATOR along with the due date of payment. HITS OPERATOR shall be liable to make payment for Subscription Fee as per the monthly invoice raised by ZEEL within a period of Fifteen (15) days from the date of receipt of invoice through email or otherwise by the HITS OPERATOR (Due Date) without any deduction except deduction of withholding tax/ TDS as provided in this Agreement. For e.g. Invoice for Subscription Fee for the month of October 2021 shall be issued by ZEEL on or before 10th November 2021 and the payment for such invoice shall be made by the HITS OPERATOR on or before 25th November 2021 (Due Date). Time is the essence of this Agreement and the HITS OPERATOR shall be required to make all payments due to ZEEL, by the Due Date in accordance with the terms herein.
2. Within seven days of end of each month, the HITS OPERATOR shall provide the subscriber report stating the number of subscribers along with the other reports for that month in the format(s) set - out in **ANNEXURE VI** attached herewith, based on which ZEEL shall raise an invoice on the HITS OPERATOR.
3. In case the HITS OPERATOR fails to send the report within the said period of seven days from the end of each calendar month, ZEEL shall have the right to raise a provisional invoice ("Provisional Invoice") for an amount increased by ten percent

(10%) of the “Subscription Fee” payable by the HITS OPERATOR to ZEEL for the immediately preceding month, and the HITS OPERATOR shall be under legal obligation to make the payment on the basis of such Provisional Invoice in accordance with the terms of this clause.

4. The Parties will carry out reconciliation, between the Provisional Invoice raised by ZEEL and the monthly subscription reports sent by the HITS OPERATOR, within three (3) months from the date of submission of Monthly Subscriber Report by the HITS OPERATOR.
5. In case of default by the HITS OPERATOR on account of non-submission of Reports, it shall be deemed to be a material breach and entitle ZEEL to initiate appropriate steps for disconnection of signals of Zee Group Channel(s) and / or termination of this Agreement for material breach of this Agreement. In such an event ZEEL shall have an option to levy an additional charge for said material breach whereby the HITS OPERATOR shall be liable to pay to ZEEL an amount equivalent to previous three months’ invoice amount towards Monthly Fee as additional charge for every such default, in addition to the Provisional Invoice amount raised for Monthly Fee for non-submission of Report.
6. The HITS OPERATOR shall be required to make payments with 15 days of the receipt of invoice/provisional invoice (Due Date) in accordance with the terms hereof, and any failure to do so on the part of the HITS OPERATOR shall constitute a material breach hereunder and ZEEL be entitled to switch off the signals of Zee Group Channels to entire network of the HITS OPERATOR. Late payments shall also attract interest calculated from the date the payment was due until the date the payment is made in full at a pro rata monthly rate of 1.5% (“Default Interest Rate”). The imposition and collection of interest on late payments does not constitute a waiver of the HITS OPERATOR’s obligation to pay the Subscription Fee by the Due Date, and ZEEL shall retain all of its other rights and remedies under the Agreement.
7. HITS OPERATOR shall make the payment of Subscription Fee irrespective of HITS OPERATOR’s collection of the invoiced monthly Subscription Fee from its sub-operator/affiliate/LCO/Subscribers in a timely manner, the HITS OPERATOR shall pay the Subscription Fee on or before the Due Date prescribed in this Agreement.
8. HITS OPERATOR shall make payment of the Subscription Fee as per the terms of this Agreement without making any deductions or adjustments on whatsoever account including but not limited to any other alleged dues claimed by the HITS OPERATOR and/or its affiliates, JVs, etc. from ZEEL, its affiliated companies (including any subsidiary and or associate entities of ZEEL), channel owners.
9. All payments of Subscription Fee hereunder are exclusive of all applicable taxes including works contract taxes, customs duties, excise duties, entertainment taxes, GST and other such taxes. All such applicable taxes shall be at HITS OPERATOR’s cost and will be charged at the prevailing rates by ZEEL to the HITS OPERATOR.

10. If payment of the Subscription Fee is subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the HITS OPERATOR shall provide tax withholding certificates to ZEEL within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.

11. Invoice for Incentives to be raised by the HITS OPERATOR:

It will be mandatory for the HITS OPERATOR to raise an invoice on ZEEL outlining the details of incentives availed by the HITS OPERATOR and payable by ZEEL for each month.

12. It is explicitly made clear that in the event of any dispute including but not limited to commercial terms, incentive parameters etc. arising out of the agreement, the HITS OPERATOR shall continue to make the payment of Subscription Fee as per the provision of **Clause 9** read along with this **ANNEXURE V** of this Agreement till such time the dispute is resolved. Appropriate adjustment in this regard shall be made by the respective parties on final adjudication of the dispute.

ANNEXURE VI

REPORT FORMAT

A. Report Format in the event HITS Operator does not avail any of the Incentive Scheme

(For each City to be submitted separately)

Monthly Average Active Subscriber Level of a Zee Group Channels or bouquet shall be arrived at by averaging the number of subscribers subscribing Zee Group Channel or bouquets, as the case may be, recorded four times in a month, as provided in Table -1 and Table – 2 respectively. The number of subscribers shall be recorded at any point of time between 19:00 Hrs. to 23:00 Hrs. of the day.

Reported Month: _____
Year: _____

City: _____

Table – 1 (a) : Monthly subscription for A-la-Carte Channels

Sl. No	Name of Zee Group Channel	Zee A-la-Carte Code	HITS's Package Name / Add-on Name / A-la-Carte	Number of subscribers of the channel on 7 th day of the month	Number of subscribers of the channel on 14 th day of the month	Number of subscribers of the channel on 21 st day of the month	Number of subscribers of the channel on 28 th day of the month	Monthly Average Active Subscriber Level of the Zee Group Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = [(5)+(6)+(7)+(8)]/4
1								
2								
3								

Table – 1 (b): Monthly subscription for bouquet of pay Zee Group Channels

Sl.	Name of the bouquet of pay Zee Group Channel	Zee Bouquet Code	HITS's Package Name / Add-on Name (if applicable)	Number of subscriber of the bouquet on 7 th day of the month	Number of subscribers of the bouquet on 14 th day of the month	Number of subscribers of the bouquet on 21 st day of the month	Number of subscriber of the bouquet on 28 th day of the month	Monthly Average Active Subscriber Level of the bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = [(5)+(6)+(7)+(8)]/4
1								
2								
3								

Note:

- (i) Above information is required for all packages and Add-on offered by HITS Operator in which respective Zee Group Channel(s) is offered by the HITS Operator and also for Zee Group Channels offered by HITS Operator on A-la-Carte Basis.
- (ii) HITS Operator Package Name and Add-on name not applicable in case subscriber has opted for Bouquet of Pay Zee Group Channels.
- (iii) City wise report is required to be furnished by the HITS Operator for its operational areas.
- (iv) Each set top box, located at a place indicated by the subscriber for receiving the signals of Zee Group Channels from the HITS Operator, shall constitute one subscriber.
- (v) The reports shall be generated in non-editable PDF format, with read only permissions.

Table – 2: State-wise Total Active Subscriber Base of HITS OPERATOR

Sl. No.	State	Type of Subscriber (SD / HD)	Number of subscribers of the channel on 7 th day of the month	Number of subscribers of the channel on 14 th day of the month	Number of subscribers of the channel on 21 st day of the month	Number of subscribers of the channel on 28 th day of the month	Monthly Average Active Subscriber of the HITS OPERATOR in State
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = [(4)+(5)+(6)+ (7)]/4
1							
2							
3							

Table – 3: LCN Report for Pay Zee Group Channels

Sr. No.	Name of Channel	Zee A-la-Carte Code	Genre	Language	Channel LCN Number	LCN Rank

Table – 4: De-active Subscriber Base of the HITS OPERATOR Report

S. N.	State	District	City	SD/HD Type	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21 st	Subs Count as on 28th	Average Subs Count

Table – 5: Active Subscriber Base of the HITS OPERATOR (FTA + Pay Channel)

S. N.	State	District	City	SD/HD Type	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21 st	Subs Count as on 28th	Average Subs Count

Table – 6: Free-to-Air Subscriber Base of the HITS OPERATOR Report

S. N.	State	District	City	SD/HD Type	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Average Subs Count

Table – 7: Active Pay Subscriber Base of Pay Zee Group Channel of the HITS OPERATOR

S. N.	State	District	City	SD/HD Type	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28 th	Average Subs Count

Table – 8: HITS OPERATOR Package wise Subscriber Base Report

S. N.	State	District	City	HITS OPERATOR Package Name	HITS OPERATOR Package Price (Including Taxes)	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Average Subs Count

ANNEXURE VII

DECLARATION FORM TO BE OBTAINED FROM CAS PROVIDER

(ON THE CAS PROVIDER COMPANY'S LETTER HEAD)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, having its Registered office at _____ and having its headend at _____ has installed Conditional Access System (CAS) of our company for its HITS network.

Date of CAS Installation: _____ CAS Version: _____

CAS ID: _____, NETWORK ID: _____

Location of CAS servers (Database servers, ECMG, EMMG):

Details of Main and Backup CAS servers installed:

Server time format and time zone:

Database detail:

With respect to the CAS installed at above mentioned headend and in terms of Schedule III and Schedule IX of the Interconnection Regulations dated 3rd March, 2017, we confirm the following:

1. CAS does not have any facility to activate and deactivate STBs.
2. The current version of CAS does not have any history of hacking.
3. We have the capability of upgrading of CAS in case it gets hacked at any point of time.
4. The CAS is currently in use by other pay TV services providers including HITS Operators and it has an aggregate of at least 1 million subscribers in the global pay TV market.
5. We, the CAS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular Bouquet / Subscriber Package provided by the HITS Operator to its end subscribers.
6. We have the technical capability in India to maintain this CAS system on 24x7 basis throughout the year.

7. This CAS is independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS. It is not possible to alter the data and logs recorded in the CAS.
8. This CAS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC's or the STB's cannot be redeployed.
9. The installed CAS is capable of individually addressing subscriber's choice of channel(s), on a channel by channel and STB by STB basis.
10. This CAS installed has the capability to store history logs of all activations and deactivations for the period of last 2 years for every channel and Bouquet/ Subscriber Package introduced and made available by the HITS Operator to its last mile subscribers.
11. The CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
12. The CAS has the capacity to activate or deactivate services or STBs of at least 5% of the subscriber base of the HITS Operator within 24 hours.
13. That we _____ (CAS Company Name) are fully compliant to the requirements of CAS system as per schedule III and Schedule IX of the of THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 of TRAI.

I (_name)_____ undertake that the information provided above is true and full disclosure of all the CAS system(s) provided to the said distributor has been made above and no information has been concealed.

Please find enclosed sample log of all activations & deactivations of a particular channel generated from the installed CAS system.

Thanking you,

For (CAS company name)

(Signature)

Name: _____

Designation: _____ (not below the level of COO or CEO or CTO)

Company seal:

ANNEXURE VIII

DECLARATION TO BE OBTAINED FROM SMS PROVIDER

(ON SMS PROVIDER COMPANY'S LETTER HEAD)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, having its Registered Office at _____ and having its headend at _____ has installed SMS of our Company for its digital HITS network. _____

Date of SMS Installation: _____

SMS Version: _____

Location of SMS servers: _____

SMS Database detail with number of instances created: _____

With respect to the SMS installed at above mentioned headend and in terms of Schedule III and Schedule IX of the Interconnection Regulations dated 3rd March, 2017, we confirm the following:

1. The installed SMS is currently in use by other pay TV service providers including HITS Operators that have an aggregate of at least 1 million subscribers in the global pay TV market (wherever applicable).
2. The SMS has the capacity to activate or deactivate services or STBs of at least 5% of the subscriber base of the distributor within 24 hours.
3. We have the technical capability in India to be able to maintain their system on 24 x 7 basis throughout the year.
4. We, the SMS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular Bouquet / Subscriber Package which is or will be provided by the HITS Operator.
5. This SMS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC's or the STB's cannot be redeployed.
6. The installed SMS is capable of individually addressing subscriber's choice, on a channel by channel and STB by STB basis as well.

7. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands (as per period of service).
8. This installed SMS has the capability to store history logs of all activations and deactivations for the period of last two (2) years for every channel provided by the HITS Operator.
9. That we _____(SMS Company Name) are fully compliant to the requirements of SMS system as per schedule III and Schedule IX of the of THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 of TRAI.

Please find enclosed sample log of all activations & deactivations of a particular channel generated from the installed SMS system.

I __(_name)_____ undertake that the information provided above is true and full disclosure of all the SMS system(s) provided to the said distributor has been made above and no information has been concealed.

Thanking you,

For (SMS company name)

(Signature)

Name: _____

Designation: _____ (not below the level of COO or CEO or CTO)

Company seal:

ANNEXURE IX

STB CONTENT PROTECTION DECLARATION
(ON STB COMPANY LETTERHEAD)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____ having Registered Office at _____ and having its Headend at _____ has taken Set-Top-Boxes (STB) mentioned below from our company for its distribution network. Please mention normal & Hybrid STB (linux/Android) with model, Input and output detail:

- 1.
- 2.
- 3.
- 4.
- 5.

We hereby confirm that the audio/video outputs of the STBs:

- 1.
- 2.
- 3.
- 4.
- 5.

have the following copy protections as applicable:

- (a) Macro vision 7 or similar or better on composite video output.
- (b) High Bandwidth digital content protection (HDCP) 2.1 or similar or better copy protection on the HDMI & DVI output.
- (c) DTCP copy protection on the IP, USB or any applicable output ports.

Thanking you.

For (STB company name)

(Signature)

Name: _____

Designation: _____ (not below the level of COO or CEO or CTO)

Company seal:

ANNEXURE X

SPECIFICATIONS FOR SET TOP BOXES (STBs), CONDITIONAL ACCESS SYSTEM (CAS) & SUBSCRIBER MANAGEMENT SYSTEM (SMS)

A. STB Requirements:

1. All the STBs should have Conditional Access.
2. The STB should be capable of decrypting the Conditional Access messages inserted by the Headend.
3. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Headend.
5. The STB should be able to receive the messages from the Headend.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for the global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability including forced finger printing display
9. The STB must be compliant to the applicable Bureau of Indian Standards
10. The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.
11. The STBs with facilities for recording the programs shall have a copy protection system.

B. Fingerprinting Requirements:

1. HITS Operator shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
2. The STB should support both visible and covert types of finger printing. Provided that only the STB deployed after 30.10.2019 shall support the covert finger printing.
3. The fingerprinting should not get invalidated by use of any device or software

4. The finger printing should not be removable by pressing any key on the remote of STB.
5. The Finger printing should be on the top most layer of the video.
6. The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
7. The Finger printing should appear on all the screens in all scenarios, such as menu, EPG, Settings, blank screen, and games etc.
8. The location, font colour and background colour of finger print should be changeable from head end and should be random on the viewing device.
9. The Finger printing should be able to give the numbers of characters as to identify the unique STB and/ or the VC.
10. The Finger printing should be possible on global as well as on the individual STB basis.
11. The overt finger printing should be displayed by the HITS Operator/ LCO without any alteration with regard to the time, location, duration and frequency.
12. Scroll messaging should be only available in the lower part of the screen.
13. The STB should have a provision that finger printing is never disabled.
14. The watermarking network logo for all pay channels shall be inserted at encoder end only. Provided that only the encoders deployed after 30.10.2019 shall support the watermarking network logo for all pay channels at the encoder end.

C. Conditional Access System (CAS) & Subscriber Management System (SMS) Requirements:

1. The HITS Operator shall ensure that current version of the conditional access system (CAS), in use, should not have any history of hacking.

Explanation: A written declaration available with the HITS Operator from the CAS vendor, in this regard, shall be construed as compliance of this requirement.
2. The SMS shall be independently capable of generating, recording, and maintaining logs for the period of at least immediate preceding two consecutive years, corresponding to each user level and command executed in the SMS including but not limited to activation and deactivation commands.
3. The HITS Operator should provide declaration document should contain inter-Alia
 - (i) Full Detail of Network Diagram including the location of Headend, Muxes and Encryption System including the insertion points of CAS.

- (ii) Details of CAS system having inter-alia
 - (a) Locations/ Networks where deployed, and hacking history
 - (b) Antipiracy features of CAS.
- 4. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.
- 5. The HITS Operator shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.
- 6. The SMS and CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.
Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.
- 7. The HITS Operator shall validate that the CAS has capability to upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
- 8. The fingerprinting should not get invalidated by use of any device or software.
- 9. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 10% of the subscriber base of the HITS Operator within 24 hours.
- 10. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.
- 11. STB should be paired with viewing card on chip set level, and viewing cards should not be portable. There should be hardware protection so that Control words cannot be extracted from any point in the STB
- 12. The SMS & CAS should be capable of individually addressing subscribers for the purpose of generating the reports, on a channel by channel and STB by STB basis.
- 13. The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - a. Unique Customer Identification (ID)
 - b. Subscription Contract number
 - c. Name of the subscriber
 - d. Billing Address
 - e. Installation Address
 - f. Landline no
 - g. Mobile No
 - h. Email id

- i. Channel, Bouquets and Service/ Package subscribed to
 - j. Unique STB No
 - k. Unique VC No
14. The SMS should be capable of :
- a. Viewing and printing historical data in terms of the activations, deactivations of STBs etc.
 - b. Location of each and every set top box/ VC unit installed
 - c. Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscribers.
15. The SMS should be capable of giving the reporting at any desired time about:
- i. The total number of registered subscribers
 - ii. The total number of active subscribers
 - iii. The total number of temporary suspended subscribers
 - iv. The total number of deactivated subscribers
 - v. List of blacklisted STBs in the system
 - vi. Channel and bouquet wise monthly subscription report in the prescribed format
 - vii. The name of channels forming part of each bouquet
 - viii. The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
 - ix. The name of a-la-carte channel and bouquet subscribed by subscriber
 - x. The ageing report for subscription of a particular channel or bouquet.
16. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS
17. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.
18. It shall be possible to generate the following reports from the logs of the CAS:
- a. STB-VC Pairing / De-Pairing
 - b. STB Activation / De-activation
 - c. Channels Assignment to STB
 - d. Report of the activations or the deactivations of a particular channel for a given period.

19. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc
20. The HITS Operator shall ensure that the CAS & SMS system vendors should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
21. The HITS Operator shall declare the details of the CAS and the SMS deployed for distribution of Zee Group Channels. In case of deployment of any additional CAS/ SMS, the same should be notified to ZEEL by the HITS Operator.
22. Upon deactivation of any subscriber from the SMS, all programme / services shall be denied to that subscriber.
23. The HITS Operator shall preserve unedited data of the CAS and the SMS for at least two years.

ANNEXURE XI
DETAILS OF IRDS

(I) DETAILS OF INTEGRATED RECEIVER DECODERS (IRD's).

Sr. No	Name of the Channel	Integrated Receiver Decoder (IRD) Number	Viewing Card (VC) Number
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
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51			
52			
53			
54			
55			
56			
57			
58			
59			
60			
61			
62			
63			
64			
65			
66			
67			
68			

(II) Address for locating equipment (IRDs):

(III) All sub-operators and cable operators of the HITS Operator as on the effective date of the Agreement through whom the Subscribers shall receive the Service during the term of the Agreement is as follows:

S. No	Affiliate (if applicable)	Sub-Operator	Address and contact details	Area	Subscriber base

ZEEL RIO

ANNEXURE XII

SCOPE OF AUDIT

- I. **Head End Audit** HITS Operator should provide Complete Accurate Schematic Diagram of all their Head Ends (Backups / Mini, etc, Earth Stations, Systems and Processes for Audit and Auditing Purpose.
- HITS Operator to submit & confirm the no. of MUX's (Multiplexer Units) installed with active TS (Transport Stream) outputs. This should include physical audit of head end, earth station and analysis of TS stream from the Mux.
 - Perform checks on IP configuration to confirm and identify live and proxy servers. This shall include IP credentials of all the servers include MUX
 - All TS from MUX should be encrypted for the territory.
 - HITS Operator to ensure that his Network Watermark logo is inserted on all Pay Channels at encoder end only as per requirements defined in Annexure X.
 - Take inventory IRDs + VCs installed in each head-ends including their serial numbers. Make note of broadcaster IRDs + VCs available but not installed.
 - Check MUX configuration to validate number of Transport Streams ("TS") configured with SID, scrambling status of each SID and ECM and EMM configuration.
 - Take screenshot of all Transport Streams from MUX and compare with results of field TS recording.
 - Take information of QAMs installed and powered to identify streams available for local insertion by LCOs.
 - Use FTA cable box/ TS analyser to confirm whether all channels are encrypted.
- II. **CAS Audit:** HITS Operator to provide all below information correctly: Make & version of CAS installed at Head End.
- CA system certificate to be provided by HITS Operator.
 - CAS version installed should not have any history of hacking, certificate from CAS vendor required.
 - CAS should be able to generate log of all activities i.e. activation/deactivation/FP/OSD.
 - CAS should be able to generate active/deactivate report Channel wise or Bouquet / Subscriber Package wise.

- STB's & cards to be uniquely paired from HITS Operator before distributing box down the line.
- HITS Operator to declare by undertaking the no of encryptions CAS/SMS he is using at the head end and in future if he is integrating any additional CAS/SMS same should be notified to ZEEL by means of a fresh undertaking.
- Reconciliation of CAS database (active cards, service wise and Bouquet / Subscriber Package wise) with SMS database to be provided by HITS Operator. CAS vendor required to certified reconciliation of data.
- No activation / deactivation from direct CAS system, it must be routed via SMS client only.
- HITS Operator should provide CAS vendor certified copies of active/deactivate channel wise/product wise report & Bouquet/Subscriber Package/ product report during audit period.
- CA system should have the capability of providing history of all actions taken for last 2 years.

III. SMS Audit: All product authorization must be from SMS only.

- SMS and CAS should be fully integrated.
- The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - Unique Customer Id
 - Subscription Contract number
 - Name of the subscriber
 - Billing Address
 - Installation Address
 - Landline telephone number
 - Mobile telephone number
 - Email id
 - A – la carte Channels or Bouquet / Subscriber Packages subscribed to
 - Unique STB Number
 - Unique VC Number

- The SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.
- Location of each and every set top box VC unit
- The SMS should be capable of giving the reporting at any desired time about:
 - The total no subscribers authorized
 - The total no of subscribers on the network
 - The total no of subscribers subscribing to a particular service at any particular date.
 - The details of channels opted by subscriber on A-la-carte basis.
 - The Bouquet / Subscriber Packagewise details of the channels in the Bouquet / Subscriber Package.
 - The Bouquet / Subscriber Package wise subscriber numbers.
 - The ageing of the subscriber on the particular channel or Bouquet / Subscriber Package
 - The history of all the above mentioned data for the period of the last 2 years

1. Following parameters should be validated during the audit

- i. Review Complete Network Diagram
- ii. Undertaking from Operators for all SMS and CAS installed at Head end to identify Multiple CAS / SMS
- iii. Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances and servers installed. Also confirmation with respect to history of hacking to be provided by the CAS vendor.
- iv. To check if HITS Operator specific coding / ID is available for Finger Printing
- v. Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
- vi. Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
 - Unique Subscriber ID
 - Subscriber Contract Details – No, Term, Date, Name, Address & contact details

- Hardware details
- vii. Review the subscriber's activation/ de-activation history in the SMS system
- viii. Validate if the SMS is integrated with CAS.
- ix. Review if all the active and de-active STBs are synchronized in both SMS and CAS.
- x. Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CAS.
- xi. Review if the system supports the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
- xii. Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
- xiii. Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels
- xiv. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to ZEEL/ Aggregators.
- xv. Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various Bouquets, Subscriber Package, Channel availability, bouquet / Subscriber Package composition, rates,
- xvi. Review of the following reports are supported by SMS and CAS.
 - a. Total no of Subscribers – active & de-active separately
 - b. De-active subscribers with ageing
 - c. Channel wise Subscribers - total
 - d. Channel wise Subscribers – split by Bouquet / Subscriber Package
 - e. Revenue by Bouquet, Subscriber Package or A-la-carte Channel
 - f. Subscriber/Revenue Reports by State/City
 - g. No of Bouquets / Subscriber Package offered
 - h. List of Channels / rates of each Bouquet / Subscriber Package
 - i. Rate Card Options offered / Attached with active Subscribers
 - j. Historical data reports

- k. Free / demo Subscribers details
- l. Exception cases – active only in SMS or CAS

IV. STB Audit: All STB should be individually paired in advance with unique smart card at central warehouse of HITS Operator before handing down the line distribution.

- HITS Operator to provide details of manufacturers of STB's being used / to be used by him (OS/Software, memory capacity, zapping time).
- HITS Operator should provide one set of all type/model of boxes for testing and monitoring purpose.
- All STBs used by HITS Operator's should be certified by their CAS vendor.
- ECM/EMM base Forced messaging full screen and ticker mode should be available.
- All the STBs should have Conditional Access.
- The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
- The STB should be individually addressable from the Head end.
- The messaging character length should be minimum of 120 characters.
- There should be provision for the global messaging, group messaging and the individual STB messaging.
- The STB should have forced messaging capability.
- The STB must be BIS compliant.
- The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.
- Types of boxes launched / to be launched:
 - Vanilla STB
 - DVR STB
 - Hybrid Box
 - Others (please specify)
- Please furnish STB details as following:

- Open Standards or Proprietary?
- Audio Video and Data I/O Configuration?
- Local Storage?
- Smarts Card?
- PVR Functionality?
- Tamper Resistance?
- I/O Copy Protection? Please provide the details.
- I/O Interface to Other Devices?
- Are the STB's interoperable?
- DVR / PVR STB should be compliance of following;
 - Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
 - Recorded content should be encrypted & not play on any other devices.
 - Content should get record along with entitlements and play out only if current entitlement of that channel is active.
 - User should not have access to install third party application/software.
- Does the Set Top Box support any type of interactive middleware? Please describe.

V. Distribution Network Audit: HITS Operator should provide below information in detail:

- Service area to be defined.

VI. Anti-Piracy Measure: Use of any device or software should not invalidate the fingerprinting.

- The OVERT Finger Printing should not be removable by pressing any key from the remote.
- The OVERT Finger printing should be on the top most layer of the video.
- The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.

- The Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.
- The location of the Finger printing should be changeable from the Head end and should be random on the viewing device.
- The Finger printing should be possible on global as well as on the individual STB basis.
- The Overt finger printing and On screen display (OSD) messages of the respective Company should be displayed by the HITS Operator without any alteration with regard to the time, location, duration and frequency.
- Covert finger printing should be available.
- No common interface Customer Premises Equipment (CPE) to be used.
- The STB should have a provision that OSD is never disabled.

VII. Commercial Audit*1. Provide system generated Channel-wise and Bouquet / Subscriber Package-wise reports of channels for the platform in a non-editable format.

2. Understand/ Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems

- Customer acquisition
- Provisioning of the subscriber in authentication, billing and SMS system
- Bouquet / Subscriber Package change request process
- Customer Retention process, if any
- Deactivation and churn process

3. Understand/ verify the various Bouquets / Subscriber Package being offered to customers

- Obtain details of all approved Bouquets / Subscriber Package and add on which are being offered to customers
- Interactions with the Operator's marketing and sales team on how the various channels are being marketed
- Any special marketing schemes or promotions
- Details of the consumers subscribing to the various Bouquets / Subscriber Package, including 'demo'/ free/ complimentary/ testing/ promotional subscribers

4. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):
 - Generation of reports for subscriber declaration for Channels or Bouquets / Subscriber Package
 - Any reconciliations / checks /adjustments carried out before sending the declarations
5. Analyze declaration reports on a sample basis:
 - Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems).
 - Analyse the computation of average subscribers.
 - Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors.
6. Analysis of the following:
 - Input and change controls of customer data into SMS.
 - SMS user access controls – authentication, authorization and logging.
 - Analyze system logs to identify any significant changes or trail of changes made.
 - Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems.
 - Review the system logic for the reports which are inputs to Broadcaster declarations.
 - Channel allocation/fixation to a particular LCN/CDN.
 - Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems.
 - Sample of activation and deactivation request logs.
 - Numbers of the active subscribers for sample months (report to be taken in front of the auditors/ rep).
 - Confirmation of the numbers on the middle of the month on a random chosen dates (report to be taken in front of the auditors/ representatives of both parties).

- Live Demo of the queries being put in to the system to generate different reports.
- List of CAS and SMS used by HITS Operator. In case more than one CAS and SMS system is used by HITS Operator, then understand and analyze how the markets are segregated, controlled, reported and invoiced.
- Similarly, list of head-ends of the HITS Operator providing HITS services from all head-ends, understand and analyze how the two markets are segregated, controlled, reported and invoiced.

In case of multiple CAS being used by HITS Operator, to understand synchronization between multiple CAS and SMS.

VIII. Basic Audit checks to be completed

- “As on Date” Reconciliation of VC and STB from complete CAS and SMS for the date of Audit. Any discrepancy of VC not active in CAS but found active in SMS or vice versa should be reported in Actual numbers as well as percentage of the total base
- Reconciliation of VC and STB from complete CAS and SMS for the historical months over the audit period. Any discrepancy of VC not active in CAS but found active in SMS or vice versa should be reported in Actual numbers as well as percentage of the total base
- “Transaction log” Reconciliation of VC and STB numbers obtained from logs of complete CAS and Logs of SMS with the subscriber report provided to broadcaster for each month. Any discrepancy should be reported in Actual numbers as well as percentage of the total base.
- Reconciliation of VC and STB from CAS and SMS for each channel for the date of Audit. Any discrepancy should be reported in Actual numbers as well as percentage of the total base
- Reconciliation of VC and STB numbers for each channel obtained from Logs (Transactional logs as well as configuration logs) of complete CAS and SMS Logs with the Broadcasting report of each month. Any discrepancy should be reported in Actual numbers as well as percentage of the channel count reported.
- Reconciliation of Channels configured for a package in SMS and channel configured for respective package/product in CAS. The report should provide numbers of channels not in CAS for the product which were present in SMS package and vice versa
- A 3 way reconciliation on channel wise count of Broadcasting report, CAS and SMS should be done at count level for the day of Audit as well as

historical period and any exception of count should be reported in actual numbers as well as percentage of reported number.

- Reconciliation of channels/IRD's which have been obtained by HITS Operator but not activated/subscribed by any customer. All such channels where IRD's are active but subscriber count is zero should be reported.
- Reconciliation of LCN and Genre declared by broadcaster with the actual LCN and genre found during Audit. All mismatches of LCN and genres found during audit to be reported.
- Report the channels found running in Unencrypted or analogue mode on the day of Audit
- Auditor to compare the STB/VC field samples with VC and STB data extracted during the audit from CAS and SMS. All exceptions to be reported.
- Auditor to compare TS recording data of HITS Operator's CAS systems provided by Broadcaster during period under audit and CAS declared by the HITS Operator. All exceptions to be reported in audit report.
- Auditor to highlight critical data not provided by HITS Operator or the data which was not available or any other exclusion and limitations. Auditor to provide his assessment whether those exclusions and limitation limit ascertaining of true and correct subscriber count.
- Auditor to highlight if any free access (to be defined) channels are available
- Auditor to compare VC's from SMS and compare with the VC's on which payment has been received through prepaid system from the customer in last 6 months. Any cases where payment has been received for the month but No VC appearing in Active SMS data for the month should be reported as exception
- Auditor to compare VC's from SMS and compare with the VC's on which complaint has been received in last 6 months. Any cases where complaint has been logged has been received for the month but No VC appearing in Active SMS data for the month should be reported as exception.
- All cases to be reported after analyzing logs of MUX/Scramblers whenever there were signals running in unencrypted mode during the Audit period.
- Auditors to report if TS was configured in such a way that local insertion of channel was not possible in an un-encrypted mode during Audit period and report the same.

IX Basic hygiene checks for Audit

- HITS Operator to declare and provide all admin/super admin login access to CAS & SMS servers, IT systems & head-end equipment to auditors
- HITS Operator to allow auditors to run queries to extract data / logs / reports from live SMS and CAS systems. (Auditors to not accept any pre-extracted data/reports from SMS & CAS systems)
- HITS Operator to allow extracted data / reports / logs to be downloaded to auditor's systems for detailed analysis
- All data from CAS and SMS server should be extracted by auditor in such a manner that no STB/VC is left out from the database. Auditors should understand the data extraction queries that are run on the live CAS & SMS servers.
- A screen shot of the Queries that are run should be part of the data stored with password protected\Data extraction queries scripts and explanation of terminology to be preserved and also provided to the broadcasters along with the audit report and data stored with password protected.
- Auditor and Broadcaster representative should be physically present during the extraction of CAS & SMS data and should not leave the data extraction activity to CAS & SMS vendors.
- The Audit report shall contain the information sought in Schedule 1 to Schedule 4 of this Annexure XII.
- All data to be extracted from backend using queries or verify the data obtained from SMS/CAS frontend by writing queries on the backend database after understanding the table structure:
 - i. As on date Active and De-active Subscriber count in the network
 - ii. As on date Active and De-active counts with STB/VC with location specific report
 - iii. As on date Active and De-active Channel and package wise subscriber count and a report containing details of such STB/VC
 - iv. Historical month-end active and de-active STB/VC wise subscriber counts and a report containing details of such STB/VC for the audit period
 - v. Historical month-end active and de-active package and channel-wise subscriber counts and a report containing details of such STB/VC for the audit period
 - vi. As on date channel composition of packages
 - vii. Channel composition of packages for historical period (audit period)
 - viii. Transaction logs and package composition change logs (all actions performed since inception) like activation, de-activation, suspensions and other commands with date and time stamp
 - ix. Inventory of all the VC/UA/Mac ID from the SMS server

Schedule - 1

**Distributor
Logo**

Report title: Total No. of Registered STBs

Run Time:

Run Date:

Total no. of Registered STBs:

Active VC Count (1)	Temporary suspended/Safe custody VC Count (2)	De-active VC count (3)	Blacklist VC count (4)	Total registered VC's (1+2+3+4)
.

Schedule - 2

**Distributor
Logo**

Report title: Package wise VC Count

Run Time:

Run Date:

Package wise VC Count:

Sr No	Package/A-la- carte Name	Package/A-la-carte ID	Count on 7th	Count on 14th	Count on 21st	Count on 28th	Averag e Count
.

Schedule - 3

**Distributor
Logo**

Report title: Package wise Channels details

Run Time:

Run Date:

Package wise channel details:

Sr No	Package/A-la- carte Name (SMS)	Package/A-la- carte ID (SMS)	CAS PIRD ID	Channel name	Broadcaste r	FTA or PAID status
.

Schedule - 4

**Distributor
Logo**

Report title: VC wise package details

Run Time:

Run Date:

Package wise channel details:

Sr No	VC number	STB/MA C ID	Package/ A-la- carte Name (SMS)	Packag e/A-la- carte ID (SMS)	Fist VC activati on date	Last suspensio n/ deactivati on date	Last re- Activati on date	Packa ge start date	Packa ge end date	VC Statu s
.			.		.					

Application form for request of signals of Zee Group Channels

(As per Clause 10 (5) and (6) of Chapter IV of the Interconnection Regulations)

1. Name of the HITS Operator: _____
2. The names of Owners/Directors/Partners of the HITS Operator: _____
3. Registered Office address: _____
4. Address for communication: _____
5. Name of the contact person/ Authorized Representative: _____
6. Telephone: _____, Mobile: _____
7. Email address: _____
8. Copy of certificate of registration/ permission/ license (Copy Attached): _____ (Yes / NO)
9. Details of Head-end, Conditional Access Systems (CAS) and Subscriber Management Systems (SMS) deployed by the HITS Operator to be attached along with this Application Form.
10. Details of the areas, corresponding States/ UTs and details of the Head-end from which the signals of television channels shall be distributed in such areas: **As per the details provided in Schedule A**
11. Area wise present subscriber base of the HITS Operator: **As per the details provided in Schedule B**
12. List of channels and bouquets for which signals of television channels are requested: **As per the details provided in Schedule C**
13. Goods & Services Tax registration number: _____
14. PAN No. (Attach a copy): _____
15. Are the CAS/ SMS in compliance with the regulations: YES / NO
16. Copy of the report of the Auditor in compliance of the Schedule III and Schedule IX of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017, if available (Copy Attached): YES / NO

(Stamp & Signature)

Name: _____

Designation: _____

Date and Place: _____

DECLARATION

I _____ s/o, d/o _____,
_____ (Owner/Proprietor/Partner /Director/ Authorized Signatory), of
_____ (Name of the HITS Operator), do hereby declare
that the details provided above are true and correct. I state that the addressable systems
installed for distribution of television channels meet the technical and other requirements
specified in the Schedule III and Schedule IX as amended on 30.10.2019 and 11.6.2021. of
the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable
System) Regulations 2017. The configuration and the version of the addressable system have
not been changed after issuance of the report by the Auditor.

(Stamp & Signature)

Name: _____

Designation: _____

Date and Place: _____

SCHEDULE A

Details of the areas, corresponding States/ UTs and details of the Head-end from which the signals of television channels shall be distributed in such areas

Sr. No	Details of Area where the HITS Operator is desirous of operating	Name of Corresponding State / UTs to the Area	Head-end from which the signals of Zee Group Channels shall be distributed in such Area

SCHEDULE B
Area wise present subscriber base of the HITS Operator

Sr. No	Details of Area where the HITS Operator of television is desirous of operating	Name of Corresponding State / UTs to the Area	Present Base	Subscriber

SCHEDULE C**I. List of Zee Group Channels offered on A-la-Carte basis for which signals are requested**

We are desirous of availing the signals of the following Zee Group Channels are marked as yes in the table below on A-la-Carte basis:

S. No.	Name of Channel	Genre	Language	A-la-carte Channel Code	Want to avail signal of the Channel (Yes / No)
1	Zee TV	General Entertainment	Hindi	ZSD-ZEETV01	
2	&TV	General Entertainment	Hindi	ZSD-ANDTV01	
3	Zee Anmol	General Entertainment	Hindi	ZSD-ZANML02	
4	Big Magic	General Entertainment	Hindi	ZSD-ZMGIC02	
5	Zee Cinema	Movies	Hindi	ZSD-ZCNMA02	
6	&pictures	Movies	Hindi	ZSD-ANDPC02	
7	Zee Bollywood	Movies	Hindi	ZSD-ZBOLL01	
8	Zee Action	Movies	Hindi	ZSD-ZACTN01	
9	Zee Anmol Cinema	Movies	Hindi	ZSD-ZANCM02	
10	Zee News	News and Current Affairs	Hindi	ZSD-ZNEWS02	
11	Zee Hindustan	News and Current Affairs	Hindi, English, All Indian Regional Languages	ZSD-ZHIND02	
12	Zee Business	News and Current Affairs	Hindi	ZSD-ZBUSN02	
13	Zee Zest	Infotainment	Hindi/English	ZSD-ZZEST01	
14	Zing	Music	Hindi	ZSD-ZZING02	
15	Zee Salaam	News and Current Affairs	Urdu	ZSD-ZSALM02	
16	Zee Café	General Entertainment	English	ZSD-ZCAFE01	
17	&flix	Movies	English	ZSD-&FLIX01	
18	WION	News and Current Affairs	English, Hindi, All Indian	ZSD-ZWION01	

			Regional Languages		
19	Zee Marathi	General Entertainment	Marathi	ZSD-ZMRTH01	
20	Zee Talkies	Movies	Marathi	ZSD-ZTALK04	
21	Zee Yuva	General Entertainment	Marathi	ZSD-ZYUVA04	
22	Zee 24 Taas	News and Current Affairs	Marathi	ZSD-ZTAAS02	
23	Zee Bangla	General Entertainment	Bangla	ZSD-ZBNGL01	
24	Zee Bangla Cinema	Movies	Bangla	ZSD-ZBGCM04	
25	Zee 24 Ghanta	News and Current Affairs	Bangla	ZSD-24GTA02	
26	Zee Odisha	News and Current Affairs	Odia	ZSD-ZKLNG02	
27	Zee Sarthak	General Entertainment	Odia	ZSD-ZSRTH01	
28	Zee Tamil	General Entertainment	Tamil	ZSD-ZTAML01	
29	Zee Telugu	General Entertainment	Telugu	ZSD-ZTELG01	
30	Zee Cinemalu	Movies	Telugu	ZSD-ZCNML01	
31	Zee Kannada	General Entertainment	Kannada	ZSD-ZKAND01	
32	Zee Ganga	General Entertainment	Bhojpuri	ZSD-ZGNGA02	
33	Zee Biskope	Movies	Bhojpuri	ZSD-GNGAB01	
34	Zee Bihar Jharkhand	News and Current Affairs	Hindi	ZSD-ZBHJH02	
35	Zee Punjab Haryana Himachal	News and Current Affairs	Hindi	ZSD-ZPNHH02	
36	Zee Madhya Pradesh Chattisgarh	News and Current Affairs	Hindi	ZSD-ZMPCG02	
37	Zee Rajasthan News	News and Current Affairs	Hindi	ZSD-ZRAJN02	
38	Zee Uttar Pradesh Uttarakhand	News and Current Affairs	Hindi	ZSD-ZUPUK02	
39	Zee 24 Kalak	News and Current Affairs	Gujarati	ZSD-ZKALK02	

40	Zee Keralam	General Entertainment	Malayalam	ZSD-ZKRLM01	
41	Zee Classic	Movies	Hindi	ZSD-ZCLAS01	
42	Zee TV HD	General Entertainment	Hindi	ZHD-ZEETV01	
43	&TV HD	General Entertainment	Hindi	ZHD-ANDTV01	
44	Zee Cinema HD	Movies	Hindi	ZHD-ZCNMA01	
45	&pictures HD	Movies	Hindi	ZHD-ANDPC01	
46	Zee Zest HD	Infotainment	Hindi/English	ZHD-ZZEST01	
47	Zee Café HD	General Entertainment	English	ZHD-ZCAFE01	
48	&flix HD	Movies	English	ZHD-&FLIX01	
49	&prive HD	Movies	English	ZHD-&PRIV01	
50	Zee Marathi HD	General Entertainment	Marathi	ZHD-ZMRTH01	
51	Zee Talkies HD	Movies	Marathi	ZHD-ZTALK01	
52	Zee Bangla HD	General Entertainment	Bangla	ZHD-ZBNGL01	
53	Zee Tamil HD	General Entertainment	Tamil	ZHD-ZTAML01	
55	Zee Telugu HD	General Entertainment	Telugu	ZHD-ZTELG01	
56	Zee Cinemalu HD	Movies	Telugu	ZHD-ZCNML01	
57	Zee Kannada HD	General Entertainment	Kannada	ZHD-ZKAND01	
58	Zee Keralam HD	General Entertainment	Malayalam	ZHD-ZKRLM01	
59	&Xplor HD	Movies	Hindi	ZHD-&XPLR01	
60	Ezmall.com	Miscellaneous	Hindi	ZSD-EZMAL02	
61	Zee Punjabi	General Entertainment	Punjabi	ZSD-PUNBB02	
62	Zee Thirai	Movies	Tamil	ZSD-THRAI02	
63	Zee Picchar	Movies	Kannada	ZSD-PCHAR01	
64	LF HD	Infotainment	Hindi/English	ZHD-LFOOD01	
65	Zee Chitramandir	Movies	Marathi	ZSD-ZCHTR01	
66	Zee Thirai HD	Movies	Tamil	ZHD-THRAI01	
67	Zee Picchar HD	Movies	Kannada	ZHD-PCHAR01	
Total Count of Zee Group Channels to be availed on A-la-Carte Basis					

II. List of Bouquets of Pay Zee Group Channels

We are desirous of availing the following Bouquet of Pay Zee Group Channels marked as yes in the table below:

Sr. No.	Bouquet Name	Zee Bouquet Code	Want to Avail the Bouquet (Yes / No)
1	Zee Family Pack Hindi SD	ZSDB1HNDI009	
2	Zee All-in-One Pack Hindi SD	ZSDB2HNDI008	
3	Zee Prime Pack English SD	ZSDB0ENGL002	
4	Zee Family Pack Marathi SD	ZSDB1MRTH008	
5	Zee All-in-One Pack Marathi SD	ZSDB2MRTH007	
6	Zee Family Pack Bangla SD	ZSDB1BNGL008	
7	Zee All-in-One Pack Bangla SD	ZSDB2BNGL007	
8	Zee Family Pack Odia SD	ZSDB1ODIA007	
9	Zee All-in-One Pack Odia SD	ZSDB2ODIA007	
10	Zee Prime Pack Tamil SD	ZSDB0TAML009	
11	Zee Prime Movie Pack Tamil SD	ZSDB0TAML010	
12	Zee Family (A) Pack Tamil SD	ZSDB1TAML011	
13	Zee Family (B) Pack Tamil SD	ZSDB1TAML012	
14	Zee Family (C) Pack Tamil SD	ZSDB1TAML013	
15	Zee All-in-One Pack Tamil SD	ZSDB2TAML007	
16	Zee Prime Pack Telugu SD	ZSDB0TLGU006	
17	Zee Family (A) Pack Telugu SD	ZSDB1TLGU010	
18	Zee Family (B) Pack Telugu SD	ZSDB1TLGU011	
19	Zee Family (C) Pack Telugu SD	ZSDB1TLGU012	
20	Zee All-in-One Pack Telugu SD	ZSDB2TLGU006	
21	Zee Prime Pack Kannada SD	ZSDB0KNDA007	
22	Zee Family (A) Pack Kannada SD	ZSDB1KNDA013	
23	Zee Family (B) Pack Kannada SD	ZSDB1KNDA014	
24	Zee Family (C) Pack Kannada SD	ZSDB1KNDA015	
25	Zee All-in-One Pack Kannada SD	ZSDB2KNDA007	
26	Zee Prime Pack Tamil-Telugu SD	ZSDB0TMTL006	
27	Zee Family (A) Pack Tamil-Telugu SD	ZSDB1TMTL010	
28	Zee Family (B) Pack Tamil-Telugu SD	ZSDB1TMTL011	
29	Zee Family (C) Pack Tamil-Telugu SD	ZSDB1TMTL012	
30	Zee All-in-One Pack Tamil-Telugu SD	ZSDB2TMTL007	
31	Zee Prime Pack Tamil-Kannada SD	ZSDB0TMKN007	

32	Zee Family (A) Pack Tamil-Kannada SD	ZSDB1TMKN013	
33	Zee Family (B) Pack Tamil-Kannada SD	ZSDB1TMKN014	
34	Zee Family (C) Pack Tamil-Kannada SD	ZSDB1TMKN015	
35	Zee All-in-One Pack Tamil-Kannada SD	ZSDB2TMKN008	
36	Zee Prime Pack Telugu-Kannada SD	ZSDB0TLKN006	
37	Zee Family (A) Pack Telugu-Kannada SD	ZSDB1TLKN012	
38	Zee Family (B) Pack Telugu-Kannada SD	ZSDB1TLKN013	
39	Zee Family (C) Pack Telugu-Kannada SD	ZSDB1TLKN014	
40	Zee All-in-One Pack Telugu-Kannada SD	ZSDB2TLKN007	
41	Zee Prime Pack All South SD	ZSDB0SUTH007	
42	Zee Family (A) Pack All South SD	ZSDB1SUTH013	
43	Zee Family (B) Pack All South SD	ZSDB1SUTH014	
44	Zee Family (C) Pack All South SD	ZSDB1SUTH015	
45	Zee All-in-One Pack All South SD	ZSDB2SUTH008	
46	Zee Prime Pack Odia-Telugu SD	ZSDB0ODTL002	
47	Zee Family Pack Odia-Telugu SD	ZSDB1ODTL007	
48	Zee All-in-One Pack Odia-Telugu SD	ZSDB2ODTL007	
49	Zee Prime Pack Odia-Bangla SD	ZSDB0ODBN002	
50	Zee Family Pack Marathi-Kannada SD	ZSDB1MHKA007	
51	Zee All-in-One Pack Marathi-Kannada SD	ZSDB2MHKA007	
52	Zee Family Pack Hindi HD	ZHDB1HNDI010	
53	Zee All-in-One Pack Hindi HD	ZHDB2HNDI009	
54	Zee Prime Pack English HD	ZHDB0ENGL002	
55	Zee Family Pack Marathi HD	ZHDB1MRTH008	
56	Zee All-in-One Pack Marathi HD	ZHDB2MRTH007	
57	Zee Family Pack Bangla HD	ZHDB1BNGL008	
58	Zee All-in-One Pack Bangla HD	ZHDB2BNGL007	
59	Zee Family Pack Odia HD	ZHDB1ODIA007	
60	Zee All-in-One Pack Odia HD	ZHDB2ODIA007	
61	Zee Prime Pack Tamil HD	ZHDB0TAML009	
62	Zee Prime Movie Pack Tamil HD	ZHDB0TAML010	
63	Zee Family (A) Pack Tamil HD	ZHDB1TAML011	
64	Zee Family (B) Pack Tamil HD	ZHDB1TAML012	
65	Zee Family (C) Pack Tamil HD	ZHDB1TAML013	
66	Zee All-in-One Pack Tamil HD	ZHDB2TAML008	
67	Zee Prime Pack Telugu HD	ZHDB0TLGU005	
68	Zee Family (A) Pack Telugu HD	ZHDB1TLGU010	

69	Zee Family (B) Pack Telugu HD	ZHDB1TLGU011	
70	Zee Family (C) Pack Telugu HD	ZHDB1TLGU012	
71	Zee All-in-One Pack Telugu HD	ZHDB2TLGU007	
72	Zee Prime Pack Kannada HD	ZHDB0KNDA006	
73	Zee Family (A) Pack Kannada HD	ZHDB1KNDA013	
74	Zee Family (B) Pack Kannada HD	ZHDB1KNDA014	
75	Zee Family (C) Pack Kannada HD	ZHDB1KNDA015	
76	Zee All-in-One Pack Kannada HD	ZHDB2KNDA008	
77	Zee Prime Pack Tamil-Telugu HD	ZHDB0TMTL006	
78	Zee Family (A) Pack Tamil-Telugu HD	ZHDB1TMTL011	
79	Zee Family (B) Pack Tamil-Telugu HD	ZHDB1TMTL012	
80	Zee Family (C) Pack Tamil-Telugu HD	ZHDB1TMTL013	
81	Zee All-in-One Pack Tamil-Telugu HD	ZHDB2TMTL008	
82	Zee Prime Pack Tamil-Kannada HD	ZHDB0TMKN007	
83	Zee Family (A) Pack Tamil-Kannada HD	ZHDB1TMKN014	
84	Zee Family (B) Pack Tamil-Kannada HD	ZHDB1TMKN015	
85	Zee Family (C) Pack Tamil-Kannada HD	ZHDB1TMKN016	
86	Zee All-in-One Pack Tamil-Kannada HD	ZHDB2TMKN009	
87	Zee Prime Pack Telugu-Kannada HD	ZHDB0TLKN006	
88	Zee Family (A) Pack Telugu-Kannada HD	ZHDB1TLKN013	
89	Zee Family (B) Pack Telugu-Kannada HD	ZHDB1TLKN014	
90	Zee Family (C) Pack Telugu-Kannada HD	ZHDB1TLKN015	
91	Zee All-in-One Pack Telugu-Kannada HD	ZHDB2TLKN008	
92	Zee Prime Pack All South HD	ZHDB0SUTH007	
93	Zee Family (A) Pack All South HD	ZHDB1SUTH014	
94	Zee Family (B) Pack All South HD	ZHDB1SUTH015	
95	Zee Family (C) Pack All South HD	ZHDB1SUTH016	
96	Zee All-in-One Pack All South HD	ZHDB2SUTH009	
97	Zee Prime Pack Odia-Telugu HD	ZHDB0ODTL002	
98	Zee Family Pack Odia-Telugu HD	ZHDB1ODTL007	
99	Zee All-in-One Pack Odia-Telugu HD	ZHDB2ODTL007	
100	Zee Prime Pack Odia-Bangla HD	ZHDB0ODBN002	
101	Zee Family Pack Marathi-Kannada HD	ZHDB1MHKA008	
102	Zee All-in-One Pack Marathi-Kannada HD	ZHDB2MHKA008	

Total Count of Bouquets of Pay Zee Group Channels to be availed		
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ZEEL RIO